

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,
acting through the United
States Department of
Agriculture

Plaintiff

v.

FELIX RIVERA MONTALVO; ANGELA
ANA MERCADO MORALES

Defendants

CIVIL NO.

Foreclosure of Mortgage

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of two (2) promissory notes that affect the property described further below.
3. The first promissory note is for the amount of **\$50,000.00,**

with annual interest of 5%, subscribed on May 30, 1997. See *Exhibit 1*.

4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 109. See *Exhibit 2*.
5. On December 23, 1998, the promissory note for \$50,000.00 was modified to the amount of \$52,667.81, under the terms and conditions stipulated and agreed therein, through Deed No. 253. See *Exhibit 3*.
6. Plaintiff is also the owner and holder of a promissory note for the amount of **\$30,000.00**, with annual interest of 3.75%, subscribed on December 23, 1998. See *Exhibit 4*.
7. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 254. See *Exhibit 5*.
8. According to the Property Registry, codefendant FELIX RIVERA MONTALVO is the owner of record of the real estate property subject of this case. Said property is described -as it was recorded in Spanish- as follows:

RÚSTICA: Predio de terreno radicado en el barrio Guayabo Dulce del término municipal de Adjuntas, Puerto Rico, con una cabida de 25.27662 cuerdas equivalentes a 99,346.97 metros cuadrados. Colinda por el NORTE, en trescientos noventa y uno punto trescientos treinta y ocho, con el remanente de la finca principal de la cual se segrega; por el SUR, en 29 alineaciones que totalizan 399.5190 metros, con Juana Plaza y carretera 135 que conduce al barrio Yahuecas; por el ESTE, 255.680 metros con remanente de la finca principal; y al OESTE, 194.089 metros, con Corporación de Desarrollo Rural.

Property 12,461, recorded at page 176 of volume 275 of Adjuntas, Property Registry of Utuado, Puerto Rico.

See Title Search attached as Exhibit 6.

9. The title search attached to this complaint confirms the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. See *Exhibit 6*.
10. Codefendants are jointly and severally responsible for all amounts owed to plaintiff, arising from the loan obligations subscribed.
11. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the

mortgages.

12. The defendant party herein, jointly and severally, has failed to comply with the terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, the defendant party owes to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 7*, the following amounts:

a) On the \$50,000.00 Note, as modified:

- 1) The sum of \$51,664.99, of principal;
- 2) The sum of \$38,925.81, of interest accrued as of August 22, 2019, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$6.9005;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

b) On the \$30,000.00 Note:

- 1) The sum of \$24,895.64, of principal;
- 2) The sum of \$8,614.59, of interest accrued as of August 22, 2019, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$2.5578;

3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

13. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.

14. Codefendants FELIX RIVERA MONTALVO and ANGELA ANA MERCADO MORALES are not currently active in the military service for the United States. *See Exhibit 8.*

15. The real estate property mentioned before is subject to the following liens in the rank indicated:

(A) Property 12,461:

1) Recorded liens with preference or priority over mortgage herein included:

-NONE.

2) Junior Liens with inferior rank or priority over mortgage herein included:

a. Agriculture farm crops restitution agreement in favor of United States of America, in the amount of \$30,000.00 (10 cuerdas of coffee), from 1998 to the year 2029, due on December 27, 2029, constituted by deed #255, executed

in Adjuntas, Puerto Rico, on December 23, 1998, before Félix A. Colón Miró Notary Public, recorded at page 179 of volume 275 of Adjuntas, property number 12,461, 3rd inscription.

- b. SEIZURE: In favor of Commonwealth of Puerto Rico (Law #12 of 2010), Certification dated January 25, 2016, by Department of Treasury, entry 2016-000794-EST dated February 16, 2016, Karibe System, against Félix Rivera Montalvo and Angela Ana Mercado Morales, in the amount of \$18,402.94.
- c. SEIZURE: In favor of Commonwealth of Puerto Rico (Law #12 of 2010), Certification dated January 25, 2016, by Department of Treasury, entry 2016-000795-EST dated February 16, 2016, Karibe System, against Félix Rivera, in the amount of \$25.00.
- a. SEIZURE: In favor of Commonwealth of Puerto Rico (Law #210 of 2015), Certification dated January 25, 2016, by Department of Treasury, entry 2018-010270-EST dated October 29, 2018, Karibe System, against Félix Rivera Montalvo and Angela Ana Mercado Morales, in the amount of \$17,280.32.

VERIFICATION

I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as acting LRTF Director of the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

1) My name and personal circumstances are stated above;

2) I subscribed this complaint as the legal and authorized representative of the plaintiff;

3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;

4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;

5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;


6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service

Agency;

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 11 day of February, 2020.


JACQUELINE LAZÚ LABOY

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

a) That defendant's party pays unto the plaintiff the amounts claimed on this complaint;

b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;

c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;

d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 16 of this prayer,

said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;

e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, this 27 day of February , 2020.

/s/ Juan Carlos Fortuño Fas
JUAN CARLOS FORTUÑO FAS
USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.
P.O. BOX 9300
SAN JUAN, PR 00908
TEL. 787-751-5290
FAX. 787-751-6155
Email: dcfilings@fortuno-law.com

USD, FmHA
Form FmHA 1940-17
(Rev. 4-92)

41-03

PROMISSORY NOTE

Name FELIX RIVERA MONTALVO		KIND OF LOAN Type: <u>FO-LOAN</u> <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Limited Resource Pursuant to: <input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
State PUERTO RICO	County ADJUNTAS	
Case No. 63-35-153-60-1343	Date MAY 30, 1997	
Fund Code 41	Loan No. 01	

ACTION REQUIRING NOTE

- | | |
|---|--|
| <input checked="" type="checkbox"/> Initial loan | <input type="checkbox"/> Rescheduling |
| <input type="checkbox"/> Subsequent loan | <input type="checkbox"/> Reamortization |
| <input type="checkbox"/> Consolidated & subsequent loan | <input type="checkbox"/> Credit sale |
| <input type="checkbox"/> Consolidation | <input type="checkbox"/> Deferred payments |
| <input type="checkbox"/> Conservation easement | <input type="checkbox"/> Debt write down |

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government"), or its assigns, at its office in ADJUNTAS, PUERTO RICO—

_____, or at such other place as the Government may later designate in writing, the principal sum of
-----FIFTY THOUSAND----- dollars

(\$ 50,000.00), plus interest on the unpaid principal balance at the RATE of
-----FIVE----- percent (5.000 %) per annum and

 dollars (\$ _____)
 of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may **CHANGE THE RATE OF INTEREST**, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in FORTY ONE installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ <u>2,914.00</u>	on <u>01/01/98</u>	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____

and \$ 2,914.00 thereafter on JAN. 1st. of each YEAR until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable FORTY (40) years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.

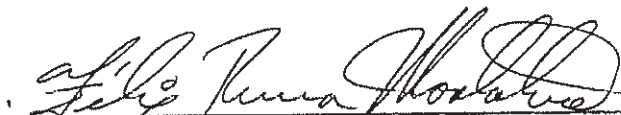
HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

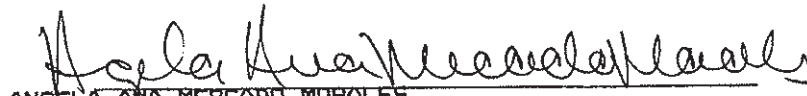
DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)


FELIX RIVERA MONTALVO (Borrower)


ANGELA ANA MERCADO MURALES
151 CESAR GONZALEZ
APT. 7603
SAN JUAN, P. R. 00918

* VER AL DORSO NOTA AL PAGARE

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	

NOTE TO THE PROMISSORY NOTE:

The total unpaid balance of the mortgage and the promissory note securing it, reamortized on December twenty-three (23) of nineteen ninety-eight (1998) amounted to FIFTY TWO THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS AND EIGHTY-ONE CENTS (\$52,667.81), this is, FIFTY THOUSAND DOLLARS (\$50,000.00) of principal, plus the amount of TWO THOUSAND SIX HUNDRED SIXTY-SEVEN (\$2,667.81) of interests figured on December twenty-three (23), nineteen ninety-eight (1998) at the annual rate of five percent (5%), and due to it was granted a total deferral for five (5) years it shall be paid as follows:

Beginning on December twenty-three, nineteen ninety-nine and until December twenty-three (23), two thousand three (2003), the amount of ZERO dollars (0.00). The amount of three thousand six hundred ninety-one dollars (\$3,691.00) on December twenty-three, two thousand four (2004), and the same on the first day of every year subsequently thereafter until the debt is paid in full, this is, in thirty-eight (38) years.

In Adjuntas, Puerto Rico this 23rd day of December, 1998.

[Signature]
FELIX A. COLON MIRO
NOTARY PUBLIC

[SEAL]


NOTA AL PAGARE:

41-03
El importe total deudado de la hipoteca y el pagaré que lo garantiza ha sido reamortizado al veintitrés (23) de diciembre de mil novecientos noventa y ocho (1998), dño un saldo deudor montante a CINCUENTA Y DOS MIL SEISCIENTOS SESENTA Y SIETE DOLARES CON OCHENTA Y UN CENTAVOS (\$52,667.81), o sea, Cincuenta Mil Dólares (\$50,000.00) de principal, más la suma de Dos Mil Seiscientos Sesenta y Seite Dólares con Ochenta y Un Centavos (\$2,667.81) de intereses calculados al veintitrés (23) de diciembre de mil novecientos noventa y ocho (1998), al cinco (5%) porciento anual, y por habérsele dado un diferimiento de completo por cinco (5) años habrá de ser pagado en la siguiente forma:-----

---Desde Diciembre veintitrés (23) de mil novecientos noventa y nueve hasta el veintitrés (23) de diciembre del año dos mil tres (2003), Cero Dólares (\$0.00). El veintitrés (23) de diciembre del dos mil cuatro (2004) pagarán la suma de Tres Mil Seiscientos Noventa y Un Dólares (\$3,691.00), e igual suma todos los días primero de cada año subsiguiente hasta que la deuda sea pagada en su totalidad, o sea treinta y ocho (38) años. DOY FE.

En Adjuntas, Puerto Rico hoy día 23 de diciembre de 1998.




FELIX A. COLON MIRO
NOTARIO PUBLICO

DEFERRED INTEREST ADDENDUM:

Borrower: FELIX RIVERA MONTALVO

Addendum to the promissory note dated May thirty (30), nineteen ninety-seven (1997) in the mount of Fifty thousand dollars (\$50,000.00) at the annual rate of five percent (5%). This agreement amends and is attached to the above mentioned promissory note. The mount of three hundred seventy-seven (\$377.00) of each regular installment on the promissory note shall be applied to the interest accrued during the deferral period. The remainder of the regular installment shall be applied according to Section 7-CFR, subpart A, part one thousand nineteen fifty-one (1951).

We, Felix Rivera Montalvo and Angela Ana Mercado Morales, agree to execute supplementary installment agreement and to make additional payments if during the full deferral period we have a significant increase in income and payment capacity. In Adjuntas, Puerto Rico, December twenty-three (23), nineteen ninety-eight (1998).

Date

[Signature]
Borrower

Signature
Wife

CERTIFICATE

I hereby certify that the attached Voluntary Mortgage and Addendum is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

ADDENDUM POR INTERESES DIFERIDOS:

Prestatario: FELIX RIVERA MONTALVO

ADDENDUM AL PAGARE FECHADO 30 de MAYO de 1997 POR LA CANTIDAD ORIGINAL DE \$ 50,000.00 AL 5% DE INTERES ANUAL. ESTE ACUERDO ENMIENDA Y SE ADHIERE AL PAGARE ARRIBA INDICADO. LA SUMA DE \$ 377.00 DE CADA PAGO REGULAR EN EL PAGARE SERA APLICADO AL INTERES QUE SE ACUMULE DURANTE EL PERIODO DE DIFERIMIENTO. EL REMANENTE DEL PAGO REGULAR SERA APLICADO DE ACUERDO A LA SEC. 7-CFR, SUB PARTE A DE LA PARTE 1951.

NOSOTROS ACORDAMOS FIRMAR UN ACUERDO DE PAGO SUPLEMENTARIOS Y HACER PAGOS ADICIONALES SI DURANTE EL PERIODO DE DIFERIMIENTO TENEMOS UN AUMENTO SUBSTANCIAL EN INGRESOS Y HABILIDAD DE PAGO.

FECHA


PRESTATARIO


ESPOSA

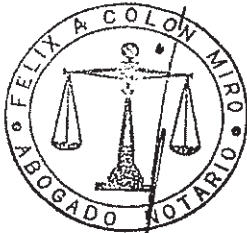
CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married and resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico


Juan M. Ortiz Serbiá
State Executive Director

Forma FmHA 1927-1(S) PR
(Rev. 6-93)



-----NUMERO CIENTO NUEVE (109)-----	
NUMBER	
-----HIPOTECA VOLUNTARIA-----	
VOLUNTARY MORTGAGE	
En la ciudad de Adjuntas, Puerto Rico hoy día treinta (30) de la mayo de mil novecientos noventa y siete (1997).-----	
-----ANTE MI-----	
BEFORE ME	
-----FELIX A. COLON MIRO-----	
Abogado y Notario Público de la Isla de Puerto Rico con residencia en Ponce,-----	
Attorney and Notary Public for the Island of Puerto Rico, with residence in	
Puerto Rico-----	y oficina en Ponce,----- and office in Puerto Rico.
-----COMPARECEN-----	
APPEAR	
Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina- The persons named in paragraph TWELFTH of this mortgage	
dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinafter called the "mortgagor" and whose personal circumstances-----	
aparecen de dicho párrafo. appear from said paragraph.-----	
Doy fe del conocimiento personal de los comparecientes, así como por los dichos I, the Notary, attest to the personal knowledge of the appearing parties, as well as (by)-----	
de su edad, estado civil, profesión y vecindad. statements which I believe to be true of their age, civil status, profession and residence.-----	
Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración They assure me that they are in full enjoyment of their civil rights, and the free administration-----	
de sus bienes y teniendo a mi juicio la capacidad legal necesaria para esta hipoteca. of their property, and they have, in my judgment, the necessary legal capacity for this-----	
miento. voluntary mortgage.-----	
-----EXPONEN-----	
WITNESSETH:	
PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el FIRST: That the mortgagor is the owner of the farm or farms described in-----	
párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTH of this mortgage, and of all rights and interest in the same-----	
denominada de aquí en adelante "los bienes". hereinafter referred to as "the property".-----	
SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que SECOND: That the property mortgaged herein is subject to the liens-----	
se especifican en el párrafo UNDECIMO. specified in paragraph ELEVENTH herein.-----	
TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States-----	
América, actuando por conducto de la Administración de Hogares de Agriculto- of America, acting through the Farmers Home Administration,-----	
res, denominado de aquí en adelante el "acreedor hipotecario", en relación con hereinafter called the "mortgagee" in connection with-----	

un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por
hereinafter called "the note" whether one or more. It is required by

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de
the Government that additional monthly payments of one-twelfth of the

las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se
taxes, assessments, insurance premiums and other charges

hayan estimado sobre la propiedad hipotecada.
estimated against the property.

CUARTO: Se sobreentiende que:
FOURTH: It is understood that:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la
(One) The note evidences a loan or loans to the mortgagor in the

suma de principal especificada en el mismo, concedido con el propósito y la inten-
principal amount specified therein made with the purpose and intention

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y
that the mortgagee, at any time, may assign the note and

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One

consolidando la Administración de Hogares de Agricultores o el Título Quinto de
consolidating the Farmers Home Administration or Title Five of

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-
the Housing Act of Nineteen Hundred and Forty-Nine, as amended

das.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede
(Two) When payment of the note is guaranteed by the mortgagee

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el
it may be assigned from time to time and each holder of the insured note, in turn,

prestamista asegurado.
will be the insured lender.

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-
(Three) When payment of the note is insured by the mortgagee, the

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con
mortgagee will execute and deliver to the insured lender along

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-
with the note an insurance endorsement insuring the payment of the note fully as to principal

tereses de dicho pagaré.
and interest.

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor
(Four) At all times when payment of the note is insured by the mortgagee,

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,
the mortgagee by agreement with the insured lender

determinarán, en el endoso de seguro la porción del pago de intereses del pagaré
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "carga anual".
ments on the note, to be designated the "annual charge".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-
(Five) A condition of the insurance of payment of the note will be that the holder

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-
will forego his rights and remedies against the mortgagor and any



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quiera otros en relación con dicho préstamo así como también a los beneficios
others in connection with said loan, as well as any benefit-----

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de
mortgagee's request will assign the note to the mortgagee should the mortgagor-----

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en
violate any covenant or agreement contained herein, in the note, or any-----

cualquier convenio suplementario por parte del deudor.
supplementary agreement.-----

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo
(Six) It is the purpose and intent of this mortgage that, among other things,-----

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en
at all times when the note is held by the mortgagee, or in the event the-----

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca
mortgagee should assign this mortgage without insurance of the note, this mortgage-----

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-
shall secure payment of the note; but when the note is held by an insured-----

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte
lender, this mortgage shall not secure payment of the note or attach to-----

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,
the debt evidenced thereby, but as to the note and such debt-----

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario
shall constitute an indemnity mortgage to secure the mortgagee-----

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-
against loss under its insurance endorsement by reason of any default-----

plimiento por parte del deudor hipotecario.
by the mortgagor.-----

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré
FIFTH: That, in consideration of said loan and (a) at all times when the note-----

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-
is held by the mortgagee, or in the event the mortgagee-----

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-
amount of the note as specified in subparagraph (one) of paragraph NINTH-----

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho
hereof, with interest at the rate stipulated, and to secure prompt payment of the-----

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y
note and any renewals and extensions thereof and any agreements contained therein,-----

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-
(b) at all times when the note is held by an insured lender, in guarantee-----

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof-----

consignado para garantizar el cumplimiento del convenio del deudor hipotecario
for securing the performance of the mortgagor's agreement-----

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el
herein to indemnify and save harmless the mortgagee against loss under-----

endoso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-
insurance endorsements by reason of any default by the mortgagor, and (c) in any-----

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el
event and at all times whatsoever, in guarantee of the additional amounts specified in-----



subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el
subparagraph (Three) of paragraph NINTH hereof, and to secure the-----

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí
performance of every covenant and agreement of the mortgagor-----

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por
contained herein or in any supplementary agreement, the mortgagor-----

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre
hereby constitutes a voluntary mortgage in favor of the mortgagee on-----

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los
the property described in paragraph ELEVENTH hereof, together with all rights,-----

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes
interests easements, hereditaments and appurtenances thereto belonging,-----

y los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e
the rents, issues and profits thereof and revenues and-----

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en
income therefrom, all improvements and personal property now or-----

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,
later attached thereto or reasonably necessary to the use thereof,-----

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a
all water, water rights and shares in the same pertaining to-----

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario
the farms and all payments at any time owing to the mortgagor-----

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación
by virtue of any sale, lease, transfer, conveyance or total or-----

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre
partial condemnation of or injury to any part thereof or interest-----

ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta
therein, it being understood that this lien will continue in full force and effect until-----

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y
all amounts as specified in paragraph NINTH hereof, with interest before and-----

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.
after maturity until paid, have been paid in full.-----

En caso de ejecución, los bienes responderán del pago del principal, los intereses
In case of foreclosure, the property will be answerable for the payment of the principal, interest-----

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acree-
thereon before and after maturity until paid, losses sustained by the-----

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual-
mortgagee as insurer of the note, taxes, insurance premiums, and-----

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor
other disbursements and advances by the mortgagee for the mortgagor's account-----

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,
with interest until repaid to the mortgagee, costs, expenses and-----

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-
attorney's fees of the mortgagee all extensions and renewals of any of-----

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma
said obligations, with interest on all and all other charges and additional-----

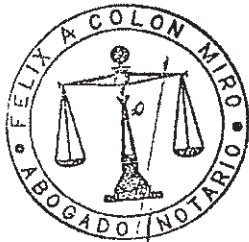
adicional especificada en el párrafo NOVENO de este documento.-----
amounts as specified in paragraph NINTH hereof.-----

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:-----
SIXTH: That the mortgagor specifically agrees as follows:-----

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda
(One) To pay promptly when due any indebtedness-----



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aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del cinco
subparagraph shall bear interest at the rate of

por ciento (5.00) %
per cent () %

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro
and all amount advanced by the mortgagee for property insurance premium, repairs,

razones, gravámenes u otra reclamación en protección de los bienes hipotec-
liens and other claims, for the protection of the mortgaged property

dos o para contribuciones o impuestos u otro gasto similar por razón de haber
or for taxes or assessments or other similar charges by reason of the



el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón
mortgagor's failure to pay the same, shall bear interest at the rate-----

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos
stated in the next preceding subparagraph from the date of the advance-----

hasta que los mismos sean satisfechos por el deudor hipotecario.
until repaid to the mortgagee-----

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-
(Five) All advances made by mortgagee as described in this mortgage-----

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-
with interest, shall be immediately due and payable by the mortgagor-----

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio
to mortgagee without demand at the-----

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto
place designated in the note and shall be guaranteed hereby. No such advance-----

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación
by mortgagee shall relieve the mortgagor from breach of his covenant-----

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los
to pay. Such advances, with interest shall be repaid from the-----

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo
first available collections received from mortgagor. Otherwise, any payments-----

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier
payment made by mortgagor may be applied on the note or any-----

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor
indebtedness to mortgagee secured hereby, in any order mortgagee-----

hipotecario determinare.
determines-----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para
(Six) To use the loan evidenced by the note solely-----

los propósitos autorizados por el acreedor hipotecario.
for purposes authorized by mortgagee-----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-
(Seven) To pay when due all taxes, special assessments, liens-----

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-
and charges encumbering the property or the right or interest of mortgagee-----

tecario bajo los términos de esta hipoteca.
under the terms of this mortgage-----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-
(Eight) To procure and maintain insurance against fire and other hazards as required-----

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-
by mortgagee on all existing buildings and improvements on the pro-----

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y
perty and on any buildings and improvements put there on in the future. The insurance against

otros riesgos serán en la forma y por las cantidades, términos y condiciones que
fire and other hazards will be in the form and amount and on terms and conditions-----

aprobare el acreedor hipotecario.
approved by mortgagee-----

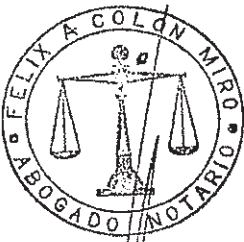
(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las
(Nine) To keep the property in good condition and promptly make all-----

reparaciones necesarias para la conservación de los bienes; no cometerá ni per-
necessary repairs for the conservation of the property; he will not commit nor-----

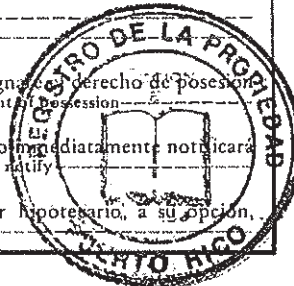
mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá
permit to be committed any deterioration of the property; he will not remove nor demolish



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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca,
any building or improvement on the property; nor will he cut or remove wood from the farm
ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other
minerales sin el consentimiento del acreedor hipotecario y prontamente llevará
minerals without the consent of mortgagee, and will promptly carry out
a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo
the repairs on the property that the mortgagee may request from time
en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación
to time. Mortgagor shall comply with such farm conservation practices
de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en
and farm and home management plans as mortgagee from time to
tiempo pueda prescribir.
time may prescribe
(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-
(Ten) If this mortgage is given for a loan to a farm owner as identified
tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor
in the regulations of the Farmers Home Administration, mortgagor
hipotecario personalmente operará los bienes por sí y por medio de su familia como
will personally operate the property with his own and his family labor as a farm and for no other
una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a
purpose and will not lease the farm or any part of it
menos que el acreedor hipotecario consienta por escrito en otro método de opera-
unless mortgagee agrees in writing to any other method of operation
ción o al arrendamiento.
or lease
(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la
(Eleven) To submit in the form and manner mortgagee may require
información de sus ingresos y gastos y cualquier otra información relacionada con
information as to his income and expenses and any other information in regard to the
la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos
operation of the property, and to comply with all laws, ordinances, and regulations
que afecten los bienes o su uso.
affecting the property or its use
(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times
derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía
to inspect and examine the property for the purpose of ascertaining whether or not
otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-
the security given is being lessened or impaired, and if such inspection or examination shall
minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-
disclose, in the judgment of mortgagee, that the security given is being lessened
mada o deteriorada, tal condición se considerará como una violación por parte del
or impaired, such condition shall be deemed a breach by the
deudor hipotecario de los convenios de esta hipoteca.
mortgagor of the covenants of this mortgage
(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión
(Thirteen) If any other person interferes with or contests the right of possession
del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará
of the mortgagor to the property, the mortgagor will immediately notify
al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,
mortgagee of such action, and mortgagee at its option



podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus
may institute the necessary proceedings in defense of its-----

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos
interest, and any costs or expenditures incurred by mortgagee by said-----

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán
proceedings will be charged to the mortgage debt and considered-----

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria
by this mortgage within the additional credit of the mortgage clause-----

para adelantos, gastos y otros pagos.-----
for advances, expenditures and other payments.-----

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente
(Fourteen) If the mortgagor at any time while this mortgage remains in effect-----

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-
should abandon the property or voluntarily deliver it to mortgagee,-----

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-
mortgagee is hereby authorized and empowered-----

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar
to take possession of the property, to rent and administer the same and collect-----

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los
the rents, benefits, and income from the same and apply them first to the-----

gastos de cobro y administración y en segundo término al pago de la deuda eviden-
costs of collection and administration and secondly to the payment of the debt eviden-
ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,
by the note or any indebtedness to mortgagee hereby guaranteed,-----

en el orden y manera que el acreedor hipotecario determinare.-----
in what ever order and manner mortgagee may determine,-----

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor
(Fifteen) At any time that mortgagee determines that mortgagor-----

hipotecario puede obtener un préstamo de una asociación de crédito para produc-
may be able to obtain a loan from a credit association for production-----

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un
a Federal Bank or other responsible source, cooperative or private, at a-----

tipo de interés y términos razonables para préstamos por tiempo y propósitos
rate of interest and reasonable periods of time and purposes,-----

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará
mortgagor, at mortgagee's request will apply for and accept,-----

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to
sarias en la agencia cooperativa en relación con dicho préstamo.-----
purchase any necessary shares of stock in the cooperative agency in regard to said loan.-----

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas
(Sixteen) Should default occur in the performance or discharge of any obligation secured-----

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como
by this mortgage, or should mortgagor, or any one of the persons herein called-----

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera
mortgagor, default in the payment of any amounts or violate or fail to comply-----

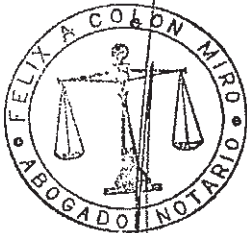
con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido
with any clause, condition, stipulation, covenant, or agreement contained herein,-----

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado
or in any supplementary agreement, or die or be declared an-----

incompetente; en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of-----



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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,-----

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,-----

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is-----

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to-----

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness-----

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and-----

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof: (Two)-----

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the-----

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as-----

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,-----

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property-----

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)-----

de solicitar la protección de la ley. request the protection of the law.-----

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee-----

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements-----

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in- of this mortgage and of the note and of any supplementary agreement, including-----

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono- the costs of survey, evidence of title, court costs, recordation fee and-----

rarios de abogado. attorney's fees.-----

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and-----

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement-----

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon- obligation herein set forth, and without affecting the liability-----

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness.-----

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad de secured hereby, and without affecting the lien created upon said property or the priority-----

gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered at-----

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obl- any time (one) waive the performance of any covenant or obligation-----

gación aquí contenida o en el pagaré o en cualquier convenio suplementario contained herein or in the note or any supplementary agreement; (two)-----



negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier
deal in any way with mortgagor or grant to mortgagor any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el
indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-
consent of the holder of the note when it is held by

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-
an insured lender) or for payment of any indebtedness to mortgagee

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-
hereby secured; or (three) execute and deliver partial releases of any

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o
part of said property from the lien hereby created or grant deferment or

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre
postponement of this mortgage to any other lien over

dichos bienes.
said property.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,
(Nineteen) All right, title and interest in or to this mortgage,

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones
including but not limited to the power to grant consents, partial releases,

parciales, subordinación, cancelación total, radica sola y exclusivamente en el
subordinations, and satisfaction, shall be vested solely and exclusively in

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-
mortgagee, and no insured lender shall have any right, title or interest

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.
in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-
(Twenty) Default hereunder shall constitute default under any

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída
other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-
or insured by mortgagee and executed or assumed by mortgagor,

tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía
and default under any such other security instrument shall

constituirá incumplimiento de esta hipoteca.
constitute default hereunder.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será
(Twenty-One) All notices to be given under this mortgage shall

remitido por correo certificado a menos que se disponga lo contrario por ley, y
be sent by certified mail unless otherwise required by law,

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,
and shall be addressed until some other address is designated in a notice so given,

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,
in the case of mortgagee to Farmers Home Administration,

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el
United States Department of Agriculture, San Juan, Puerto Rico, and in the

caso del deudor hipotecario, a él a la dirección postal de su residencia según se
case of mortgagor to him at the post office address of his residence as stated

especifica más adelante.
hereinafter.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario
(Twenty-Two) Mortgagor by these presents grants to mortgagee



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el importe de cualquier sentencia obtenido por expropiación forzosa para uso
the amount of any judgment obtained by reason of condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmen-
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma
mortgagor does hereby appraise the mortgaged property in the amount

de CINCUENTA MIL DOLARES (\$50,000.00)
of

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.
insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de
One. At all times when the note mentioned in paragraph THIRD of

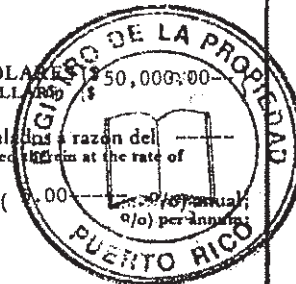
esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cedere esta hipoteca sin asegurar el pagare: CINCUENTA MIL
should assign this mortgage without insurance of the note,

DOLARES \$50,000.00
DOLLARS

el principal de dicho pagaré, con sus intereses según estipulados a razón del
the principal amount of said note, together with interest as stipulated at the rate of

cinco por ciento (5.00) por ciento (5.00) por ciento (5.00)
per cent (5.00) per cent (5.00) per cent (5.00)



Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:
Two. At all times when said note is held by an insured lender:

(A) CINCUENTA MIL -----
(A)

----- DOLARES (\$ 50,000.00)-----
DOLLARS (\$

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado
for indemnifying the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según
by reason of mortgagor's failure to pay the installments as

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,
specified in the note, with interest as stated in paragraph SIXTH,

Tercero;-----
Three;-----

(B) SETENTA Y CINCO MIL-----
(B)

----- DOLARES (\$ 75,000.00)-----
DOLLARS (\$

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda
for indemnifying the mortgagee further against any loss it might

sufrir bajo su seguro de pago del pagaré.-----
sustain under its insurance of payment of the note;

Tres. En cualquier caso y en todo tiempo;-----
Three. In any event and at all times whatsoever:

(A) VEINTE MIL-----
(A)

(\$ 20,000.00-----) para intereses después de mora:-----
(\$) for default interest;

(B) DIEZ MIL DOLARES-----
(B)

{ \$10,000.00----- } para contribuciones, seguro y otros adelantos para la con-
{ } for taxes, insurance and other advances for the preservation

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo
and protection of this mortgage, with interest at the rate stated in paragraph

SEXTO, Tercero;-----
SIXTH, Three;-----

CINCO MIL DOLARES-----
(C)
(C)

(\$ 5,000.00-----) para costas, gastos y honorarios de abogado en caso
(\$) for costs, expenses and attorney's fees in case

de ejecución;-----
of foreclosure;

(D) CINCO MIL DOLARES-----
(D)

(\$ 5,000.00-----) para costas y gastos que incurriere el acreedor hipoteca-
(\$) for costs and expenditures incurred by the mortgagee in

procedimientos para defender sus intereses contra cualquier persona que inter-
proceedings to defend its interests against any other person interfering with

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según
or contesting the right of possession of mortgagor to the property as

se consigna en el párrafo SEXTO, Trece.-----
provided in paragraph (SIXTH, Thirteen.



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DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO
TENTH: That the note(s) referred to in paragraph THIRD

de esta hipoteca es (son) descrito(s) como sigue:
of this mortgage is(are) described as follows:

"Pagaré otorgado en el caso número" sesenta y tres guión treinta y cinco
"Promissory note executed in case number

guión ciento cincuenta y tres guión sesenta guión mil trescientos
cuarenta y tres (63-35-153-60-1343)----- fechado el día treinta-----
dated the

(30)----- de mayo----- de mil novecientos-----
day of nineteen hundred and

noventa y siete (1997)----- por la suma de CINCUENTA MIL -----
in the amount of

(\$50,000.00)----- dólares de principal más
of principal plus

intereses sobre el balance del principal adeudado a razón del cinco -----
interest over the unpaid balance at the rate of

----- { 5.00%----- } por ciento anual,
percent per annum,

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-
until the principal is totally paid according to the terms, installments,

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos
conditions and stipulation contained in the promissory note and as agreed

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí
between the borrower and the Government, except that the final installment of the

representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero
entire debt herein evidenced, if not sooner paid, will be due

CUARENTA (40) AÑOS-----
a los
and payable

años de la fecha de este pagaré.
years from the date of this promissory note.

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el
Said promissory note is given as evidence of a loan made by the

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados
Government to the borrower pursuant to the law of the Congress of the United

Unidos de América denominada "Consolidated Farm and Rural Development Act
States of America known as "Consolidated Farm and Rural Development Act

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según
of 1961" or pursuant to "Title V of the Housing Act of 1949",

han sido enmendadas y está sujeto a los presentes reglamentos de la Administración
amended, and is subject to the present regulations of the Farmers

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha
Home Administration and to its future regulations not inconsistent with the

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.
express provision thereof. Of which description, I, the authorizing Notary, DOY FE.

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que
ELEVENTH: That the property object of this deed and over, which

constituye Hipoteca Voluntaria, se describe como sigue:
voluntary mortgage is constituted, is described as follows:



[Handwritten]
Exempt

3897
[Illegible]

A. RURAL: Plot of land located in Barrio Guayabo Dulce of the Municipality of Adjuntas, Puerto Rico, consisting of TWENTY-FIVE POINT TWENTY SEVEN THOUSAND SIX HUNDRED SIXTY-TWO *CUERDAS*¹, equivalent to ninety nine thousand three hundred forty-seven point ten thousand seven hundred forty-five (99,347.10745) square meters. Its boundaries are: to the NORTH, with the remainder of the main farm from which it subdivides; to the SOUTH, with Juana Plaza and one hundred thirty-five highway (PR 135) which leads to Barrio Yahuecas; to the East, with the remainder of the main farm, and to the WEST, with Corporacion de Desarrollo Rural.

This parcel is subdivided from the farm number three thousand eight hundred seventy-seven (3,877) which is registered on page seventy-six (76), volume two hundred twenty-seven (227) of Adjuntas, Puerto Rico.

Its measurements are as follows, to the NORTH, three hundred ninety-one point three hundred thirty-eight (391.338) meters; to the SOUTH, in twenty-nine alignments that add three hundred ninety-nine point five thousand one hundred ninety (399.5190) meters; to the EAST in two hundred fifty-five point six hundred eighty (255.680) meters; and to the WEST, in one hundred ninety-four point eighty-nine (194.089) meters.

Borrower acquired the described property through purchase from Antonio Ozonas Moragues, pursuant to deed number one hundred eight (108), dated May thirty (30), nineteen ninety-seven (1997), executed in the city of Adjuntas, Puerto Rico, before the Notary FELIX A. COLON MIRO.

Said property is encumbered by several mortgages to the order of Puerto Rico Farm Credit ACA.

It is also encumbered by mortgages to the order of the United States of America.

TWELFTH: The parties appearing in this deed as Mortgagors are: FELIX RIVERA MONTALVO, Social Security number [REDACTED], and his wife ANGELA ANA MERCADO MORALES, Social Security number [REDACTED], both of legal age, married to each other, and they are residents of San Juan, Puerto Rico. Their mailing address is Box 7603 San Juan, Puerto Rico 00918.

THIRTEENTH: The proceeds of the loan herein guaranteed were or will be used

¹ [*Translator's note: A *cuerda* is equivalent to 0.971 acres, 3,930.39 meters squared, and 42,291 squared feet.]

----RUSTICA: Predio de terreno rdicado en el barrio Guayabo Dulce del término municipal de Adjuntas, Puerto Rico, con cabida de ----- VEINTICINCO PUNTO VEINTISIETE MIL SEISCIENTOS SESENTA Y DOS ----- (25.27662) CUERDAS, equivalentes a noventa y nueve mil trescientos cuarenta y siete punto diez mil setecientos cuarenta y cinco (99,347.10745) metros cuadrados. Colinda por el NORTE, con el remanente de la finca principal de la cual se segrega; por el SUR, con Juana Plaza y carretera ciento treinta y cinco (PR 135) que conduce al barrio Yahuecas; por el ESTE, con remanente de la finca principal; y al OESTE, con la Corporación de Desarrollo Rural.-----

-----Este predio es segregado de la finca número tres mil ochocientos noventa y siete (3,877) que consta inscrita al folio setenta y seis (76) del tomo doscientos veintisiete (227) de Adjuntas, Puerto Rico.-----

-----Son sus medidas las siguientes por el NORTE, trescientos noventa y una punto trescientos treinta y ocho (391.338) metros; por el SUR, en veintinueve alineaciones que suman trescientos noventa y nueve punto cinco mil ciento noventa (399.5190) metros; por el ESTE en doscientos cincuenta y cinco punto seiscientos ochenta (255.680) metros; y por el OESTE, en cineto noventa y cuatro punto cero ochenta y nueve (194.089) metros.-----

Adquirió el prestatario la descrita finca por Antonio Ozonas Moragues-----
Borrower acquired the described property by

según consta de la Escritura Número ciento ocho (108)-----
pursuant to Deed Number

de fecha treinta (30) de mayo de mil novecientos noventa y -----
dated
siete (1997).-----

otorgada en la ciudad de Adjuntas, Puerto Rico-----
executed in the city of

ante el Notario FELIX A. COLON MIRO-----
before Notary

Dicha propiedad se encuentra afecta a cargas a favor de Puerto Rico-----
Said property is
Farm Credit ACA.-----

---Afecta además a hipotecas a favor de los Estados Unidos de América.-----



DUODECIMO: Que comparecen en la presente escritura como Deudores Hipotecarios
TWELFTH: The parties appearing in the present deed as Mortgageors

carlos FELIX RIVERA MONTALVO, con seguro social número [redacted]
are [redacted] y su esposa ANGELA ANA MERCADO MORALES, también conocida por Angela A. Mercado Morales, con seguro social número [redacted] mayores de edad, casados entre sí, propietarios y vecinos de San Juan, Puerto Rico.-----

cuya dirección postal es Apartado 7603 San Juan, Puerto Rico 00918
whose postal address is

DECIMO TERCERO: El importe del préstamo aquí consignado se usó o será usado
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used

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para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones
for agricultural purposes and the construction and/or repair or improvement of the physical

físicas en la finca(s) descrita(s).
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-
FOURTEENTH: The borrower will personally occupy and use any structure

tura que haya sido construída, mejorada o comprada con el importe del préstamo
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-
or building existing on the farm(s) hereinbefore described and all improvement.

ción o edificación que se construya en dicha finca(s) durante le vigencia del prés-
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.
owners or by their assigns or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o
severally for himself and on behalf of his heirs, assigns, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores).
representatives, in favor of mortgagee (Farmers Home Administration)

cualquier derecho de Hogar Seguro (Homestead) que en el present o en el futuro
any Homestead right (Homestead) that presently or in the future

podiera tener en la propiedad descrita en el párrafo undécimo y en los edificios
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida
thereon or which in the future may be constructed; this waiver being permitted

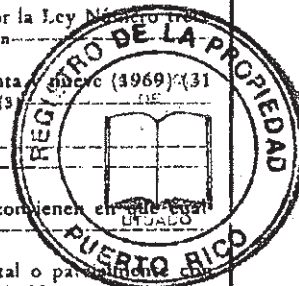
a favor de la Administración de Hogares de Agricultores por la Ley Número Trece
in favor of the Farmers Home Administration by Law Number Thirteen

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (28)
(13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (28)

L.P.R.A. 1851) -
L.P.R.A. 1851).

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que
SEVENTEENTH: Mortgagee and mortgagor agree that any

quier estufa, horno, calentador comprado o financiado total o par-
stove, oven, water heater, purchased or financed completely or partially with



the proceeds of the loan secured herein, are considered and understood to be part of the property encumbered by this mortgage.

EIGHTEENTH: The mortgagor agrees and obligates himself to move and occupy the property in question herein within sixty (60) days of the final inspection. Should unforeseen circumstances arise that are beyond his control and which would impede him from doing so, he will so notify the County Supervisor in writing.

NINETEENTH: Any improvements, constructions, or buildings that are constructed on said farm during the aforementioned period will require the mortgagee's prior written approval, in accordance with current regulations, as well as future regulations which are consistent with federal and local law, and compatible with current laws governing these types of loans.

TWENTIETH: This instrument also guarantees the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government, pursuant to Title Forty-Two, U.S.C. Fourteen Ninety-A (42 U.S.C. 1490a).

TWENTY-FIRST: We hereby certify that in anywhere that reads "Farmers Home Administration" it will be understood and read as the "United States of America."

TWENTY-SECOND: The purpose of this loan is for the purchase of the farm described herein.

TWENTY-THIRD: The parties hereby declare that since this is a loan for agricultural purposes, they have agreed in not distributing the liability between the mortgaged farms, thus they will be liable joint and severally to repay the principal, interests, costs and other loans secured herein, pursuant to article one hundred and seventy of the current Mortgage Law.

fondos del préstamo aquí garantizado, se considerará e interpretará como parte
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.
of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulgaran de acuerdo a las leyes federales y
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

VIGESIMO PRIMERO: Se hace constar que en todo sitio donde en-
esta escritura haga mención de Farmers Home Administration se lea
y entienda Estados Unidos de América.

VIGESIMO SEGUNDO: El propósito de este préstamo es para la
compra de la finca descrita en esta escritura.

VIGESIMO TERCERO: Tratarse de un préstamo de recursos limitados
según indicado en el pagaré el Gobierno puede cambiar el porcentaje
de interés de acuerdo a los reglamentos de la Administración de
de Hogares de Agricultores.



ACCEPTANCE

The appearing party (parties) ACCEPT(S) this deed in the manner drawn once I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

So they say and execute before me, the authorizing Notary, the appearing party (parties) without demanding the presence of witnesses after waiving his (their) right to do so of which I advised him (them).

After this deed was read by the appearing party (parties), he (they) ratify its contents, place his (their) initials on each of the folios of this deed including the last one, and all sign before me, the authorizing Notary, who GIVES FAITH to everything contained in this deed.

Signed: FELIX RIVERA MONTALVO

Signed: ANGELA ANA MERCADO MORALES

SIGNED, sealed, stamped and endorsed, FELIX A. COLON MIRO

The applicable Sales Tax and Notary Tax seals are attached and cancelled in the original. The parties' initials appear on every page therein. (EXEMPT)

I CERTIFY: That this is a true and exact copy of the original which is filed as number one hundred nine (109) in my protocol of public instruments of the year nineteen ninety-seven (1997), which consists of seventeen (17) pages.

IN WITNESS WHEREOF, and for delivery to the UNITED STATES OF AMERICA, one of the parties, I issue the FIRST certified copy which I sign, stamp and endorse in the city of Adjuntas, Puerto Rico, this thirtieth (30) day of May of nineteen ninety-seven (1997)

[Signature]

NOTARY PUBLIC

[Seals]

Notified today due to the basis included

In the notification issued with number

368

Utuado, P.R. on June 39th, 1997

Recorded on page 176, volume 275 of Adjuntas, 1st entry, and farm 12,461.

It is encumbered by the mortgage being furnished through this entry. Utuado on August 25th, 1997.

Exempt

[Signature]

Recorder

Forma FmHA 427-1(S) PR
(Rev. 10-82)

ACEPTACION
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once-----

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.-----
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.-----

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)
So they say and execute before me, the authorizing Notary, the appearing party (parties)-----

sin requerir la presencia de testigos después de renunciar su derecho a ello del que
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.-----
I advised him (them).-----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)
After this deed was read by the appearing party(parties) he (they) ratify its-----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura
contents, place(s) his (their) initials on each of the folios of this deed-----

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY
including the last one, and all sign before me, the authorizing Notary who GIVES-----

FE de todo el contenido de esta escritura.-----
FAITH to everything contained in this deed.-----



[Fdo.] FELIX RIVERA MONTALVO
[Fdo.] ANGELA ANA MERCADO MORALES

FIRMADO, signado, sellado, rubricado, FELIX
A. COLON MIRO.

Hay cancelados en el original y copia los
correspondientes sellos de rentas internas e
impuesto notarial. (EXENTA)

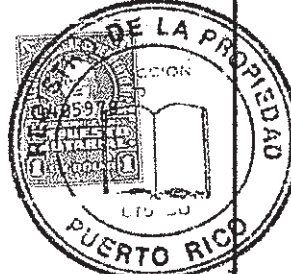
CERTIFICO: Que el instrumento que precede es
copia fiel y exacta de su original, que bajo el
número ciento nueve (109) que obra en mi protocolo
de instrumentos públicos para el año mil nove-
cientos noventa y siete (1997) la cual contiene
diecisiete (17) folios.

EN TESTIMONIO DE LO CUAL, expido la presente
PRIMERA copia certificada a solicitud de ESTADOS
UNIDOS DE AMERICA, parte interesada en Adjuntas,
Puerto Rico, a treinta (30) de mayo de mil
novecientos noventa y siete (1997).

NOTARIO PUBLICO

Notificado hay por los fundamentos in-
cluidos en la notificación legalizada bajo
el número 265

265, P. R. a 30 de junio de 1997



Checked
6/22/98

[Signature]
6/23/98

CERTIFICATE

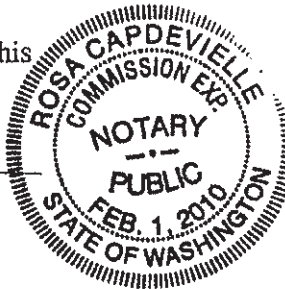
I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 26th day of November of 2007.



Nicole Harris
Translator and interpreter

WITNESS my hand and official seal hereto affixed this
26th day of November of 2007


Signature

Print Name: Rosa Capdevielle
Notary Public in and for the State of Washington
My appointment expires: 02/01/10

Insente al folio 126
del tomo 275 de Adjuntos
insc. 1ª. finca # 12,461.

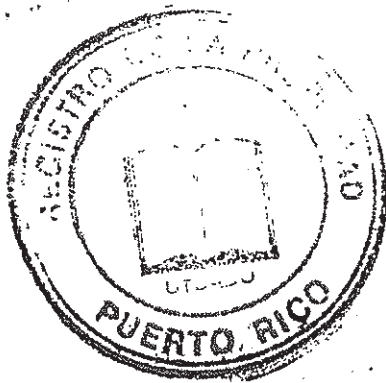
Afecta la hipoteca
que se constituye por
este asiente. Levado

a 25 de agosto de 1997.

Exento.

Doni M. de la Haza

Registrario



Chet
6/2/98

CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married and resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico

Juan M. Ortiz Serbiá
State Executive Director

Munich
6/23/98

[On the right-hand side there is a
stamp that reads as follows]

Filed as entry: 242

Log: 306

Time: 11:36

Date: Jan/20/99

Registry of Utuado

FELIX A. COLON MIRO
ATTORNEY-NOTARY

NUMBER 253

DEED OF REAMORTIZATION OF MORTGAGE LOAN AND MORTGAGE
MODIFICATION

EXECUTED BY

FELIX RIVERA MONTALVO
ANGELA ANA MERCADO MORALES

TO THE ORDER OF THE UNITED STATES OF AMERICA

IN ADJUNTAS, PUERTO RICO

DECEMBER 23rd, 1998

[handwritten]

12,461

25.27662

NUMBER TWO FIFTY-THREE (253)

DEED OF REAMORTIZATION OF MORTGAGE LOAN AND MORTGAGE
MODIFICATION

In the city of Adjuntas, Puerto Rico, on December twenty-third, nineteen ninety-eight (1998).

IN MY PRESENCE

FELIX A. COLON MIRO, Attorney and Notary Public in this Island, with residence and offices in Ponce, Puerto Rico, and office located in El Señorial Condominium, suite No. four hundred fifteen (415), Ten (10) Salud Street in Ponce, Puerto Rico.

THERE NOW APPEAR

AS ONE PARTY: FELIX RIVERA MONTALVO, social security number [REDACTED], and his wife ANGELA ANA MERCADO MORALES, aka Angela A. Mercado Morales social security number [REDACTED] both of legal age, married to each other, property owners and residents of San Juan, Puerto Rico. Hereinafter referred to as "MORTGAGORS"

AS THE SECOND PARTY: AS MORTGAGEE: UNITED STATES OF AMERICA, acting through the Farmers Home Administration, in accordance with the dispositions of the Congress law known as "Consolidated Farmers Home Administration Act of 1961", with headquarters in Washington, District of Columbia, United States of America, employer tax identification number [REDACTED], represented herein by MR. RAFAEL LUIS RODRIGUEZ MARTINEZ, of legal age, married, Social Security number [REDACTED] employed and a resident of Jayuya, Puerto Rico, whose credentials are duly recorded in the Property Registry.

I BEAR WITNESS to my personal acquaintance of the appearing parties and to their statements regarding their personal information. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this deed, thus, freely and voluntarily,

THEY DECLARE

FIRST: That the MORTGAGORS are the owners of the following properties:

A. RURAL: Plot of land located in Barrio Guayabo Dulce of the Municipality of Adjuntas, Puerto Rico, consisting of TWENTY-FIVE POINT TWENTY SEVEN THOUSAND SIX HUNDRED SIXTY-TWO *CUERDAS*¹, equivalent to ninety nine thousand three hundred forty-seven point ten thousand seven hundred forty-five (99,347.10745) square meters. Its boundaries are: to the NORTH, with the remainder of the main farm from which it subdivides; to the SOUTH, with Juana Plaza and one hundred thirty-five highway (PR 135) which leads to Barrio Yahuecas; to the East, with the remainder of the main farm, and to the WEST, with Corporacion de Desarrollo Rural.

It is registered on page one hundred and seventy-six (176), volume two hundred seventy-five (275) of Adjuntas, farm number ten thousand four hundred sixty-ne (10,461).

OWNERSHIP DEED

The mortgagor acquired the abovementioned farm through purchase from Antonio Ozonas Moragues, according to public instrument number one hundred eight (108) dated May thirty (30) of nineteen ninety-seven (1997), executed in the city of Adjuntas, Puerto Rico before public notary.

ENCUMBRANCES

The above described farm is encumbered by a mortgage as guarantee of a note issued to

¹ [*Translator's note: A *cuerda* is equivalent to 0.971 acres, 3,930.39 meters squared, and 42,291 square feet.]

the order of the United States of America in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00), with interests at the rate of five percent (5.00%) per annum, due the principal and the interest on the dates therein stipulated, pursuant to the public instrument number one hundred nine (109) executed before Public Notary Felix A. Colón Miró on May thirty (30) nineteen ninety-seven.

SECOND: The mortgagors, FELIX RIVERA MONTALVO AND HIS WIFE ANGELA MERCADO MORALES, state that, in order to reamortize the mortgage debt described above, they requested and obtained the approval of the mortgagee, the United States of America, acting through the Farmers Home Administration, in accordance with the regulations of the Congress Law titled "Consolidated Farmers Home Administration Act of 1961" and regulations approved therein, to reamortize the mortgage debt.

THIRD: The appearing party FELIX RIVERA MONTALVO state that they are personally aware of each and every one of the obligations, clauses and stipulations contained or mentioned in the aforementioned mortgage deed, and they hereby clearly, solemnly and absolutely agree to comply with each and every one of said obligations, clauses and stipulations as required by the Farmers Home Administration (FMHA).

REAMORTIZATION AND MODIFICATION OF PAYMENT OF PROMISSORY
NOTE AND MORTGAGE

FOURTH: The appearing party, MR. RAFAEL LUIS RODRIGUEZ MARTINEZ, in the capacity he bears, states that because the mortgagors, FELIX RIVERA MONTALVO AND HIS WIFE ANGELA MERCADO MORALES, have qualified to receive the

benefits of the Congress Law "Consolidated Farmers Home Administration Act of 1961", as amended, he has agreed to reamortize and modify the form of payment of the installments established in the promissory note and in the mortgage as follows:

On December twenty-three (23), nineteen ninety-eight (1998), the amount owed on the mortgage and the note that guarantees said mortgage reamortized, totals an unpaid balance of FIFTY TWO THOUSAND SIX HUNDRED SIXTY-SEVEN AND EIGHTY-ONE CENTS (\$52,667.81) of principal, this is, FIFTY THOUSAND DOLLARS (\$50,000.00) plus TWO THOUSAND SIX HUNDRED SIXTY-SEVEN (\$2,667.81) of interests figured on December twenty-three (23), nineteen ninety-eight (1998) at the annual rate of five percent (5%), and due to it was granted a total deferral for five (5) years it shall be paid as follows:

Beginning on December twenty-three, nineteen ninety-nine and until December twenty-three (23), two thousand three (2003) the amount of ZERO dollars (0.00). The amount of three thousand six hundred ninety-one dollars (\$3,691.00) on December twenty-three, two thousand four (2004), and the same on the first day of every year subsequently thereafter until the debt is paid in full, this is, in thirty-eight (38) years.

(Signed, sealed, endorsed and stamped) FELIX A. COLON MIRO, Notary Public.

FIFTH: The appearing party, MR. RAFAEL LUIS RODRIGUEZ MARTINEZ, in the capacity he bears, gives me, the Notary, the promissory note secured by the mortgage, and he assures me that it has not been negotiated or encumbered in any way by the current holder and owner, United States of America, and once it has been identified by me, the Notary, and I have ascertained that it is the same promissory note, I proceed to place the following note on the back of it:

"The amount of this promissory note and the mortgage securing it, reamortized on December twenty-three (23), nineteen ninety-eight (1998), had an unpaid balance of FIFTY TWO THOUSAND SIX HUNDRED SIXTY-SEVEN AND EIGHTY-ONE CENTS

(\$52,667.81), this is, FIFTY THOUSAND DOLLARS (\$50,000.00) of principal, plus the amount of TWO THOUSAND SIX HUNDRED SIXTY-SEVEN (\$2,667.81) of interests figured on December twenty-three (23), nineteen ninety-eight (1998) at the annual rate of five percent (5%), and due to it was granted a total deferral for five (5) years it shall be paid as follows:

Beginning on December twenty-three, nineteen ninety-nine and until December twenty-three (23), two thousand three (2003), the amount of ZERO dollars (0.00). The amount of three thousand six hundred ninety-one dollars (\$3,691.00) on December twenty-three, two thousand four (2004), and the same on the first day of every year subsequently thereafter until the debt is paid in full, this is, in thirty-eight (38) years.

(Signed, sealed, endorsed and stamped) FELIX A. COLON MIRO, Notary Public.

In addition, on the same promissory note I place the following note: DEFERRED INTEREST ADDENDUM. Addendum to the promissory note dated May thirty (30), nineteen ninety-seven (1997) in the mount of Fifty thousand dollars (\$50,000.00) at the annual rate of five percent (5%). This agreement amends and is attached to the above mentioned promissory note. The mount of three hundred seventy-seven (\$377.00) of each regular installment on the promissory note shall be applied to the interest accrued during the deferral period. The remainder of the regular installment shall be applied according to Section 7-CFR, subpart A, part one thousand nineteen fifty-one (1951).

We, Felix Rivera Montalvo and Angela Ana Mercado Morales, agree to execute supplementary installment agreement and to make additional payments if during the full deferral period we have a significant increase in income and payment capacity. In Adjuntas, Puerto Rico, December twenty-three (23), nineteen ninety-eight (1998).

Signed: Felix Rivera Montalvo

Signed: Angela Ana Mercado Morales

Once the above mentioned note is placed and signed, I return the document to the appearing party Rafael Luis Rodriguez Martinez, in his character of note holder.

SIGNED: FELIX A. COLON MIRO – Public Notary.

There appears the notary's seal.

SIXTH: Since this is a limited resource loan, as indicated in the promissory note, the government may change the interest rate pursuant to the regulations of the Farmers Home

Administration.

SEVENTH: For purposes of being the basis for the first public auction to be held in case of foreclosure of this mortgages, pursuant to the Mortgage Law, as amended, mortgagor hereby assesses the mortgages property in the amount of FIFTY-TWO THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS AND EIGHTY ONE CENTS (\$52,667.81).

EIGHTH: For the record, in any place of this document that reads "Farmers Home Administration", it shall be read and understood "United States of America."

ACCEPTANCE

The appearing parties accept this deed in its entirety, as it conforms to their agreement.

WARNINGS

I, the Notary, state that I have given the parties the pertinent legal warnings and reservations for this deed.

EXECUTION

The parties state and execute this deed before me, after reading this deed to the parties since they waived the right to do it themselves, of which right I informed them they had, and having stated that they agree with its contents, they ratify the agreement and place their signature on every page of this deed, doing it in my presence, the Notary, who BEAR WITNESS to everything else I state, refer to or mention in this deed.

SIGNED: FELIX RIVERA MONTALVO
SIGNED: ANGELA ANA MERCADO MORALES
SIGNED: RAFAEL LUIS RODRIGUEZ MARTINEZ

SIGNED, sealed, stamped and endorsed, FELIX A. COLON MIRO

The appropriate Notary Tax seal of the State Bar and the Income Tax are cancelled in the original. The initials of the parties appear in each one of the pages of the original. EXEMPT.

I CERTIFY: This is a true and exact copy of the original deed filed under number TWO HUNDRED FIFTY-THREE (253) indicated in the protocol of public instruments of this Notary office in my charge for the year nineteen ninety-eight (1998), which consists of six (6) pages.

IN WITNESS WHEREOF and for delivery to the United States of America, one of the parties, I issue this FIRST certified copy, which I sign, stamp, seal and endorse in the city of Adjuntas, Puerto Rico this twenty-three (23) day of December, nineteen ninety-eight (1998).

[Signature]

Attorney - Notary

[Seal]

Recorded on page 177 reverse, volume 275 in the city of Adjuntas, 2nd record of the farm # 12,461. It is encumbered by a mortgage securing a promissory note of \$50,000 to the order of the United States of America, which was reamortized under this document. Utuado, January 26th, 1999.
Exempt

[Signature]

Registry Recorder

CERTIFICATE

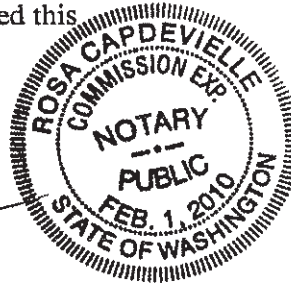
I hereby certify that the attached Reamortization of Mortgage Loan and Mortgage Modification is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 19th of November of 2007.



Nicola Harris
Translator and Interpreter

WITNESS my hand and official seal hereto affixed this
19th of November of 2007.


Signature

Print Name: Rosa Capdevielle
Notary Public in and for the State of Washington
My appointment expires: 02/01/2010

Presentado	242
Diario	306
Hora	11:34
Fecha	20/01/99
Registro	4/Ubato

Lcdo. Félix A. Colón Miró

ABOGADO Y NOTARIO

NIMIL PRUIS FIDE

Número



ESCRITURA

DE

REAMORTIZACION Y MODIFICACION
DE HIPOTECA

OTORGADA POR

FELEX RIVERA MONTALVO

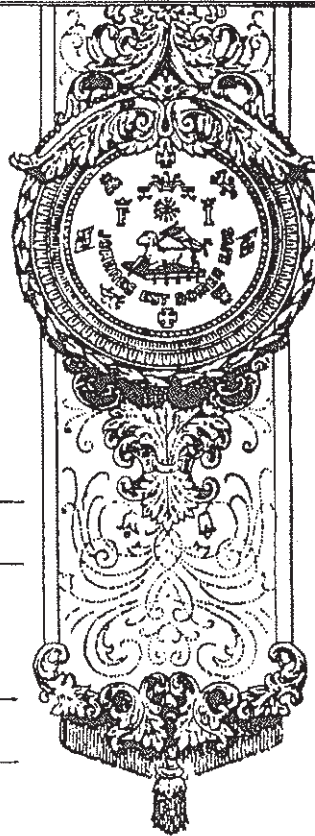
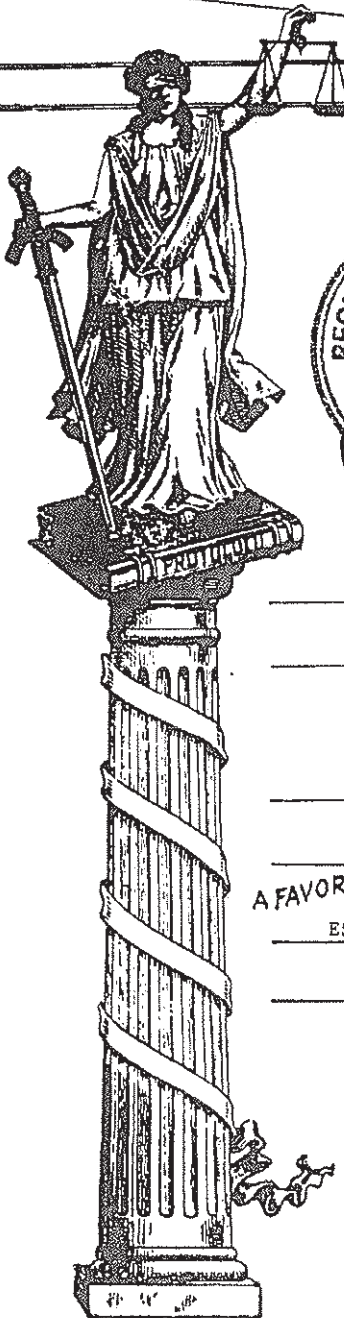
ANGELA ANA MERCADO MORALES

A FAVOR DE

ESTADOS UNIDOS DE AMERICA

En _____, P. R.,

a 23 de diciembre de 1998



locat.

A.

12,461

25.27662 odes.

--- NUMERO: DOSCIENTOS CINCUENTA Y TRES (253)-----

--- REAMORTIZACION Y MODIFICACION DE HIPOTECA-----

---En la ciudad de Adjuntas, Puerto Rico a los veintitres días del mes de diciembre del año mil novecientos noventa y ocho (1998).-----

----- ANTE MI -----

---FELIX A. COLON MIRO, Abogado y Notario Público en esta Isla, con residencia y vecindad en Ponce, Puerto Rico, y con estudio abierto en el Condominio El Señorial, Oficina Cuatrocientos Quince (415), Calle Salud Número Diez (10), en Ponce, Puerto Rico.-----

-----COMPARECEN-----

--- DE UNA PARTE: FELIX RIVERA MONTALVO, seguro social número [REDACTED] y su esposa ANGELA ANA MERCADO MORALES, también conocida por Angela A. Mercado Morales, con seguro social número [REDACTED]

[REDACTED] mayores de edad, casados entre sí, propietarios y vecinos de San Juan, Puerto Rico, en adelante denominado como "EL DEUDOR HIPOTECARIO".-----

---DE LA OTRA PARTE: COMO ACREEDOR HIPOTECARIO: ESTADOS UNIDOS DE AMERICA, actuando por conducto y a través del Administrador de la Administración de Hogares de Agricultores, a tenor de las disposiciones de la Ley del Congreso denominada "Consolidated Farmer's Home Administration Act" del mil novecientos

sesenta y uno, (1961), con oficinas principales en Washington, Distrito de Columbia, Estados Unidos de América, con seguro social número setenta y dos cero cinco sesenta y cuatro ochocientos treinta y cuatro [REDACTED], representado en este acto por DON

RAFAEL LUIS RODRIGUEZ MARTINEZ, mayor de edad, casado, seguro social número [REDACTED], empleado y vecino de Jayuya, Puerto Rico, cuyo carácter consta debidamente acreditado en el Registro de la Pro-



piedad.-----
 ---DOY FE de mi conocimiento personal de los compa-
 recientes y por sus manifestaciones que juzgo cier-
 tas, la doy también de su edad, estado civil, ocu-
 pación y vecindad. Me aseguran tener y a mi juicio
 tienen la capacidad legal necesaria para este acto
 de otorgamiento de escritura y en su consecuencia
 libremente;-----

-----EXPONEN-----

---PRIMERO: Que el DEUDOR HIPOTECARIO es dueño de
 la siguiente finca:-----

---A. RUSTICA: Predio de terreno radicado en el
 barrio Guayabo Dulce de Adjuntas, Puerto Rico, con
 cabida de VEINTICINCO PUNTO VEINTISIETE MIL SEIS-
 CIENTOS SESENTA Y DOS CUERDAS, equivalentes a no-
 venta y nueve mil trescientos cuarenta y cinco
 metros cuadrados. Linda por el NORTE en trescientos
 noventa y uno punto trescientos treinta y ocho
 (391.338), con el remanente de la finca principal de
 la cual se segrega; por el SUR, en veintinueve ali-
 neaciones que totalizan trescientos noventa y nueve
 punto cinco mil ciento noventa (399.5190), con Juana
 Plaza y carretera Ciento Treinta y Cinco), que con-
 duce al barrio Yahuecas; por el ESTE, doscientos
 cincuenta y cinco punto seiscientos ochenta metros
 (255.680), con remanente de la finca principal; y al
 OESTE, en ciento noventa y cuatro punto cero ochenta
 y nueve metros con la Corporación de Desarrollo Ru-
 ral.-----

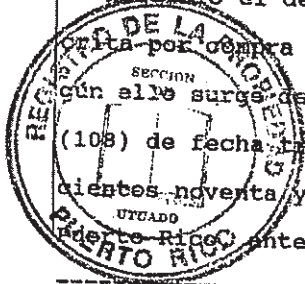
---- Inscrita al folio ciento setenta y seis (176)
 del tomo doscientos setenta y cinco (275) de Ad-
 juntas, finca número doce mil cuatrocientos sesen-
 ta y uno (10,461).-----

-----TITULOS-----

---Adquirió el deudor hipotecario la finca descri-
 ta por compra a don Antonio Ozonas Moragues se-
 gún surge de la escritura número ciento ocho
 (108) de fecha treinta (30) de mayo de mil nove-
 cientos noventa y siete, otorgada en Adjuntas, ---
 ante el notario fedatario.-----

-----CARGAS-----

---La finca descrita se encuentra afecta a una hi-
 poteca en garantía de pagaré a favor de Estados



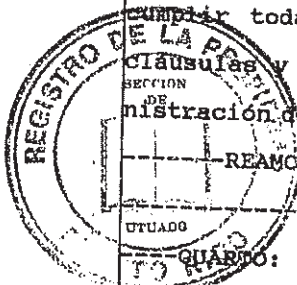
Unidos de América por la suma CINCUENTA MIL DOLARES (\$50,000.00), con intereses a razón del cinco por ciento (5%) anual, pagadero principal e intereses en los plazos que en el mismo se estipulan, según resulta de la escritura número ciento nueve (109) de otorgada ante el Notario Félix A. Colón Miró, otorgada el día treinta (30) días de mayo de mil novecientos noventa y siete (1997).-----

---SEGUNDO: Sigue manifestando el deudor hipotecario señor Félix Rivera Montalvo y su esposa Angela Ana Mercado Morales, que con el fin de reamortizar la deuda hipotecaria, solicitaron el consentimiento del acreedor hipotecario, Estados Unidos de América, actuando por conducto y a través del Administrador de la Administración de Hogares de Agricultores de conformidad con la Ley del Congreso titulada "Consolidated Farmers Home Administration Act of 1961" y el reglamento aprobado al efecto, para reamortizar la deuda hipotecaria.-----

---TERCERO: Manifiesta el compareciente DON FELIX RIVERA MONTALVO, que son de su propio y personal conocimiento todas y cada una de las obligaciones, cláusulas y estipulaciones contenidas o mencionadas en la escritura de hipoteca, y en este mismo acto en forma clara, solemne y terminantemente, se obliga a cumplir todas y cada una de dichas obligaciones, cláusulas y estipulaciones requeridas por la Administración de Hogares de Agricultores (FmHA).-----

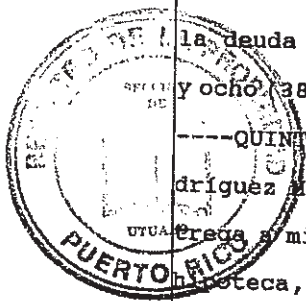
---REAMORTIZACION Y MODIFICACION DE PAGO-----
---DE PAGARE E HIPOTECA-----

---CUARTO: Manifiesta el compareciente DON RAFAEL LUIS RODRIGUEZ MARTINEZ, en el carácter que ostenta, que habiendo sido aceptado el deudor hipotecario don Félix Rivera Montalvo y Angela Ana Mercado Morales para recibir los beneficios de la Ley del Congreso



titulada "Consolidated Farmers Home Administration Act of 1961", ha convenido en reamortizar y modificar la forma de pago de los plazos consignados en el pagaré y en la hipoteca en la siguiente forma: El importe total adeudado de la hipoteca y el pagaré que lo garantiza reamortizado al veintitrés (23) de diciembre de mil novecientos noventa y ocho (1998), dió un saldo deudor montante a CINCUENTA Y DOS MIL SEISCIENTOS SESENTA Y SIETE DOLARES OCHENTA Y UN CENTAVOS (\$52,667.81, o sea, CINCUENTA MIL DOLARES (\$50,000.00) de principal, más la suma de DOS MIL SEISCIENTOS SESENTA Y SIETE DOLARES CON OCHENTA Y UN CENTAVOS (\$2,667.81) de interese calculados al veintitrés de diciembre de mil novecientos noventa y ocho (1998), al cinco por ciento (5%) anual, y por habérsele dado un diferimiento completo, por cinco (5) años habrá de ser pagadera en la siguiente forma: Desde diciembre veintitrés de mil novecientos noventa y nueve hasta el veintitrés (23) de diciembre del año dos mil tres (2,003), CERO DOLARES (\$0.00). El veintitrés (23) de diciembre del año dos mil cuatro (2,004) pagarán TRES MIL SEISCIENTOS NOVENTA Y UN DOLARES (\$3,691.00), e igual suma todos los días primero de cada año subsiguiente hasta que la deuda sea pagada en su totalidad, o sea treinta y ocho (38) años.-----

-----QUINTO: El compareciente, don Rafael Luis Rodríguez Martínez en el carácter que ostenta, me entrega a mí, el Notario, el pagaré garantizado con la hipoteca, quien me asegura no ha sido negociado ni gravado en forma alguna por su actual tenedor y poseedor, Estados Unidos de América y una vez identificado por mí, el Notario, cerciorándome que se trata del mismo pagaré procedo a poner al dorso del mismo la siguiente nota:-----



---"El importe total adeudado de la hipoteca y el pagaré que lo garantiza reamortizado al veintitrés (23) de diciembre de mil novecientos noventa y ocho (1998), dió un saldo deudor montante a CINCUENTA Y DOS MIL SEISCIENTOS SESENTA Y SIETE DOLARES OCHENTA Y UN CENTAVOS (\$52,667.81, o sea, CINCUENTA MIL DOLARES (\$50,000.00) de principal, más la suma de DOS MIL SEISCIENTOS SESENTA Y SIETE DOLARES CON OCHENTA Y UN CENTAVOS (\$2,667.81) de intereses calculados al veintitrés de diciembre de mil novecientos noventa y ocho (1998), al cinco por ciento (5%) anual, y por habérsele dado un diferimiento completo, por cinco (5) años habrá de ser pagadera en la siguiente forma: Desde diciembre veintitrés de mil novecientos noventa y nueve hasta el veintitrés (23) de diciembre del año dos mil tres (2,003), CERO DOLARES (\$0.00). El veintitrés (23) de diciembre del año dos mil cuatro (2,004) pagarán TRES MIL SEISCIENTOS NOVENTA Y UN DOLARES (\$3,691.00), e igual suma todos los días primero de cada año subsiguiente hasta que la deuda sea pagada en su totalidad, o sea treinta y ocho (38) años.-----

(Firmado, Signado, Rubricado y Sellado) FELIX A. COLON MIRO, Notario Público."-----

---Además se inserta en el mismo pagaré la siguiente nota: ADDENDUM POR INTERESES DIFERIDOS. Addendum al pagaré fechado el día treinta (30) de mayo de mil novecientos noventa y siete (1997), por la suma de original de CINCUENTA MIL DOLARES (\$ 50,000.00), al cinco por ciento (5%) de interés anual. Este acuerdo enmienda y se adhiere al pagaré arriba indicado. La suma de Trescientos Setenta y Siete Dólares (\$377.00) de cada pago regular en el pagaré será aplicado al interés que se acumule durante el período de diferimiento. El remanente del pago regular será aplicado de acuerdo a la Sección Siete guión CFR, sub parte A de la parte mil novecientos cincuenta y uno (1951).-----

Nosotros Félix Rivera Montalvo y Angela Ana Mercado Morales, acordamos firmar un acuerdo de pagos suplementarios y hacer pagos adicionales si durante el período de diferimiento completo, tenemos un aumento sustancial en ingresos y habilidad de pago. En Adjuntas, Puerto Rico, a veintitrés (23) de diciembre de mil novecientos noventa y ocho (1998).-----
Firmado: Félix Rivera Montalvo.-----
Firmado: Angela Ana Mercado Morales.-----

Una vez puesta y firmada la nota lo devuelvo al compareciente Rafael Luis Rodríguez Martínez, en el carácter que ostenta.-----

FIRMADO: FELIX A. COLON MIRO-Notario Público."-----
estampado el sello del notario.-----

-----SEXTO: Por tratarse de un préstamo de recursos limitados, según indicado en el pagaré el gobierno puede cambiar el porciento de interés de acuerdo con los reglamentos de la Administración de Hogares de



Agricultores.-----

---SEPTIMO: Para que sirva de tipo a la primera subasta que deba celebrarse en caso de ejecución de esta hipoteca, de conformidad con la Ley Hipotecaria según enmendada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma de CINCUENTA Y DOS MIL SEISCIENTOS SESENTA Y SIETE DOLARES OCHENTA Y UN CENTAVOS (\$52,667.81).-----

--- OCTAVO: Se hace constar que en todo sitio que en esta escritura diga "Farmers Home Administration" debe leerse y entenderse "Estados Unidos de América".-----

-----ACEPTACION-----

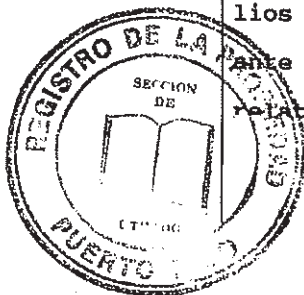
---Los comparecientes en el carácter que ostentan aceptan la presente escritura en la forma redactada por ser y hallarla conforme a sus deseos.-----

-----ADVERTENCIAS-----

---Yo, el notario autorizante, hice a los comparecientes las adverencias y reservas legales pertinentes.-----

-----OTORGAMIENTO-----

---Así lo dicen y otorgan los comparecientes ante mi presencia y Leída la presente escritura a los otorgantes por haber renunciado el derecho de hacerlo por sí mismos, del cual derecho les advertí tenían, y habiéndola hallado conforme la aprueban y se ratifican, firmando los comarecientes en todos los folios de esta escritura, todo ello en un sólo acto ante mí el Notario autorizante, que de todo cuanto relato o refiero DOY FE.-----



[Fdo.] FELIX RIVERA MONTALVO
[Fdo.] ANGELA ANA MERCADO MORALES
[Fdo.] RAFAEL LUIS RODRIGUEZ MARTINEZ

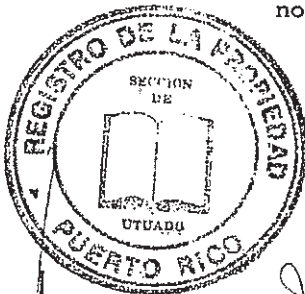
FIRMADO, signado, sellado, rubricado, FELIX A. COLON MIRO.

Hay cancelados en el original y copia los correspondientes sellos de rentas internas e impuesto notarial.

CERTIFICO: Que el instrumento que precede es copia fiel y exacta de su original, que bajo el número doscientos cincuenta y tres (253) que obra en mi protocolo de instrumentos públicos para el año mil novecientos noventa y ocho (1998) la cual contiene seis (6) folios.

EN TESTIMONIO DE LO CUAL, expido la presente PRIMERA copia certificada a solicitud de Estados Unidos de América, parte interesada en Adjuntas, Puerto Rico, a veintitrés de diciembre de mil novecientos noventa y ocho (1998).

Felix A. Colon Miro
NOTARIO PUBLICO



Inscrita al folio 177 vuelto
del tomo 275 de Adjuntas.
Inscripción 2da. de la finca
12,461. Afeta a hipoteca
en garantía de pagaré por la suma
de \$50,000.75 a favor de Estados
Unidos de América la cual
quedo reamortizada en virtud de
este documento. Utiado a 26 de
enero de 1999.
Exenta



Con A. de Riquelme
Registradora

USDA-FmHA
Form FmHA 1940-17
(Rev. 4-92)

PROMISSORY NOTE

Name FELIX RIVERA MONTALVO		KIND OF LOAN Type: EM <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Limited Resource Pursuant to: <input type="checkbox"/> Consolidated Farm & Rural Development Act <input checked="" type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
State PUERTO RICO	County ADJUNTAS	
Case No. 63-35-153-60-1343	Date DECEMBER 23, 1998	
Fund Code 43	Loan No. 02	ACTION REQUIRING NOTE <input checked="" type="checkbox"/> Initial loan <input type="checkbox"/> Rescheduling <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Credit sale <input type="checkbox"/> Consolidation <input type="checkbox"/> Deferred payments <input type="checkbox"/> Conservation easement <input type="checkbox"/> Debt write down

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government"), or its assigns, at its office in ADJUNTAS, PUERTO RICO

_____, or at such other place as the Government may later designate in writing, the principal sum of
THIRTY THOUSAND AND 00/100 dollars

(\$ 30,000.00), plus interest on the unpaid principal balance at the RATE of

THREE AND THREE FOURTH percent (3 3/4 %) per annum and

 dollars (\$ _____) of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may CHANGE THE RATE OF INTEREST, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in THIRTY ONE installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ <u>1.00</u>	on <u>JAN. 1, 1999</u>	\$ <u>1.00</u>	on <u>JAN. 1, 2000</u>
\$ <u>1.00</u>	on <u>JAN. 1, 2001</u>	\$ <u>1.00</u>	on <u>JAN. 1, 2002</u>
\$ <u>1.00</u>	on <u>JAN. 1, 2003</u>	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	\$ <u>N/A</u>	on _____

and \$ 2,100.00 thereafter on JANUARY 1 of each YEAR until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable THIRTY (30) years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s)(new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married and resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico

Juan M. Ortiz Serbiá
State Executive Director


FELIX RIVERA MONTALVO

(Borrower)


ANGELA ANA MERCADO MORALES

CALLE CESAR GONZALEZ NO. 151
APARTAMENTO 7603

SAN JUAN, PUERTO RICO 00918

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$ 30,000.00	12/23/98	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$ 30,000.00	

*U.S. Government Printing Office: 1994 — 555-046/50025

ma FmHA 1927-1(S) PR
v. 6-93)

-----NUMERO----- DOSCIENTOS CINCUENTA Y CUATRO-----
NUMBER

-----HIPOTECA VOLUNTARIA-----
VOLUNTARY MORTGAGE

En la ciudad de Adjuntas, Puerto Rico, hoy día veintitres (23) de
la diciembre de mil novecientos noventa y ocho (1998).-----

-----ANTE MI-----
BEFORE ME

-----FELIX A. COLON MIRO-----

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Ponce,-----
Attorney and Notary Public for the Island of Puerto Rico, with residence in

Puerto Rico ----- y oficina en Ponce, Puerto Rico-----
and office in ----- Puerto Rico!

-----COMPARECEN-----
APPEAR

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-
The persons named in paragraph TWELFTH of this mortgage-----

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales
hereinafter called the "mortgagor" and whose personal circumstances-----

aparecen de dicho párrafo.-----
appear from said paragraph.-----

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their-----

de su edad, estado civil, profesión y vecindad.-----
statements which I believe to be true of their age, civil status, profession and residence.-----

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración
They assure me that they are in full enjoyment of their civil rights, and the free administration

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-
of their property, and they have, in my judgment, the necessary legal capacity to grant this-----

miento.-----
voluntary mortgage.-----

-----EXPONEN-----
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el
FIRST: That the mortgagor is the owner of the farm or farms described in-----

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas,
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same-----

denominada de aquí en adelante "los bienes".-----
hereinafter referred to as "the property".-----

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que
SECOND: That the property mortgaged herein is subject to the liens-----

se especifican en el párrafo UNDECIMO.-----
specified in paragraph ELEVENTH herein.-----

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de
THIRD: That the mortgagor has become obligated to the United States-----

América, actuando por conducto de la Administración de Hogares de Agriculto-
of America, acting through the Farmers Home Administration,-----

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con
hereinafter called the "mortgagee" in connection with-----



un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)-----

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por
hereinafter called "the note" whether one or more. It is required by-----

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de
the Government that additional monthly payments of one-twelfth of the-----

las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se
taxes, assessments, insurance premiums and other charges-----

hayan estimado sobre la propiedad hipotecada.
estimated against the property.-----

CUARTO: Se sobreentiende que:-----
FOURTH: It is understood that:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la
(One) The note evidences a loan or loans to the mortgagor in the-----

suma de principal especificada en el mismo, concedido con el propósito y la inten-
principal amount specified herein made with the purpose and intention-----

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y
that the mortgagee, at any time, may assign the note and-----

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One-----

consolidando la Administración de Hogares de Agricultores o el Título Quinto de
consolidating the Farmers Home Administration or Title Five of-----

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.-----

das.-----

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede
(Two) When payment of the note is guaranteed by the mortgagee-----

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el
it may be assigned from time to time and each holder of the insured note, in turn.-----

prestamista asegurado.
will be the insured lender.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-
(Three) When payment of the note is insured by the mortgagee, the-----

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con
mortgagee will execute and deliver to the insured lender along-----

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-
with the note an insurance endorsement insuring the payment of the note fully as to principal-----

tereses de dicho pagaré.
and interest.-----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor
(Four) At all times when payment of the note is insured by the mortgagee-----

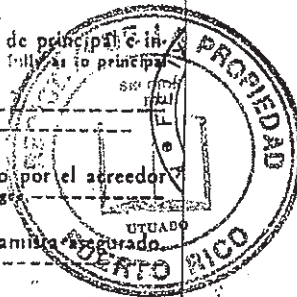
hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado
the mortgagee by agreement with the insured lender-----

determinarán en el endoso de seguro la porción del pago de intereses del pagaré
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "cargo anual".
ments on the note, to be designated the "annual charge".-----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-
(Five) A condition of the insurance of payment of the note will be that the holder-----

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-
will forego his rights and remedies against the mortgagor and any-----



Forma FmHA 1927-1/5 PR
(Rev. 6-93)

quiera otros en relación con dicho préstamo así como también a los beneficios
others in connection with said loan, as well as any benefits

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de
mortgagee's request will assign the note to the mortgagee should the mortgagee

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-
shall secure payment of the note; but when the note is held by an insured

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-
against loss under its insurance endorsement by reason of any default

plimiento por parte del deudor hipotecario.
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-
is held by the mortgagee, or in the event the mortgagee

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y
note and any renewals and extensions thereof and any agreements contained therein,

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-
at all times when the note is held by an insured lender, in guarantee

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario
for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-
herein to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-
insurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el
event and at all times whatsoever, in guarantee of the additional amounts specified in



subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el
subparagraph (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí
performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por
contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre
hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los
the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes
interests easements, hereditaments and appurtenances thereto belonging,

y los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e
the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en
income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,
later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a
all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario
the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación
by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre
partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta
therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y
all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.
after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses
In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el ac-
thereon before and after maturity until paid, losses sustained by the

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguros o cual-
mortgagee as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor
other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,
with interest until repaid to the mortgagee, costs, expenses and

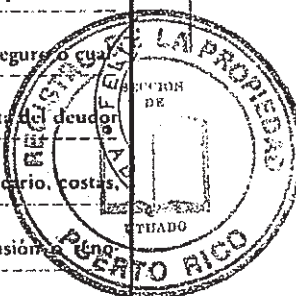
gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renova-
attorney's fees of the mortgagee all extensions and renewals of any of

ción de dichas obligaciones con intereses sobre todas y todo otro cargo o suma
said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.
amounts as specified in paragraph NINTH hereof.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:
SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda
(One) To pay promptly when due any indebtedness



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aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del tres y tres cuartos
subparagraph shall bear interest at the rate of

por ciento (3.75 %)
per cent (3.75 %)

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier
(Four) Whether or not the note is insured by the mortgagee, any

todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-
and all amount advanced by the mortgagee for property insurance premiums, repairs,

raiones, gravámenes u otra reclamación en protección de los bienes hipoteca-
liens and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber
or for taxes or assessments or other similar charges by reason of the

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el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón
mortgagor's failure to pay the same, shall bear interest at the rate-----

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos
stated in the next preceding subparagraph from the date of the advance-----

hasta que los mismos sean satisfechos por el deudor hipotecario.
until repaid to the mortgagee-----

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-
(Five) All advances made by mortgagee as described in this mortgage-----

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-
with interest, shall be immediately due and payable by the mortgagor-----

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio
to mortgagee without demand at the-----

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto
place designated in the note and shall be guaranteed hereby. No such advance-----

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación
by mortgagee shall relieve the mortgagor from breach of his covenant-----

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los
to pay. Such advances, with interest shall be repaid from the-----

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo
first available collections received from mortgagor. Otherwise, any payments-----

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier
payment made by mortgagor may be applied on the note or any-----

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor
indebtedness to mortgagee secured hereby, in any order mortgagee-----

hipotecario determinare.
determines-----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para
(Six) To use the loan evidenced by the note solely-----

los propósitos autorizados por el acreedor hipotecario.
for purposes authorized by mortgagee-----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-
(Seven) To pay when due all taxes, special assessments, liens-----

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-
and charges encumbering the property or the right or interest of mortgagee-----

tecario bajo los términos de esta hipoteca.
under the terms of this mortgage-----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-
(Eight) To procure and maintain insurance against fire and other hazards as required-----

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los
by mortgagee on all existing buildings and improvements on the pro-----

nes o cualquier otra mejora introducida en el futuro. El seguro contra incendio
erty and on any buildings and improvements put there on in the future. The insurance against fire-----

otros riesgos serán en la forma y por las cantidades, términos y condiciones que
fire and other hazards will be in the form and amount and on terms and conditions-----

aprobare el acreedor hipotecario.
approved by mortgagee-----

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar
(Nine) To keep the property in good condition and promptly make all-----

reparaciones necesarias para la conservación de los bienes; no cometerá ni per-
necessary repairs for the conservation of the property; he will not commit nor-----

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá
permit to be committed any deterioration of the property; he will not remove nor demolish-----



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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca,
any building or improvement on the property; nor will he cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación
to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera-
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la
(Eleven) To submit in the form and manner mortgagee may require

información de sus ingresos y gastos y cualquier otra información relacionada con
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-
discuss, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,
mortgagee of such action, and mortgagee at its option



podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus
may institute the necessary proceedings in defense of its

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos
interest, and any costs or expenditures incurred by mortgagee by said

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán
proceedings will be charged to the mortgage debt and considered

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria
by this mortgage within the additional credit of the mortgage clause

para adelantos, gastos y otros pagos.
for advances, expenditures and other payments.

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente
(Fourteen) If the mortgagor at any time while this mortgage remains in effect

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-
should abandon the property or voluntarily deliver it to mortgagee.

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-
mortgagee is hereby authorized and empowered

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar
to take possession of the property, to rent and administer the same and collect

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los
the rents, benefits, and income from the same and apply them first to the

gastos de cobro y administración y en segundo término al pago de la deuda eviden-
costs of collection and administration and secondly to the payment of the debt eviden-

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,
by the note or any indebtedness to mortgagee hereby guaranteed,

en el orden y manera que el acreedor hipotecario determinare.
in what ever order and manner mortgagee may determine.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor
(Fifteen) At any time that mortgagee determines that mortgagor

hipotecario puede obtener un préstamo de una asociación de crédito para produc-
may be able to obtain a loan from a credit association for production

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un
a Federal Bank or other responsible source, cooperative or private, at a

tipo de interés y . . .minos razonables para préstamos por tiempo y propósitos
rate of interest and reasonable periods of time and purposes,

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará
mortgagor, at mortgagee's request will apply for and accept

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

sarias en la agencia cooperativa en relación con dicho préstamo.
purchase any necessary shares of stock in the cooperative agency in regard to said loan.

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas
(Sixteen) Should default occur in the performance or discharge of any obligation secured

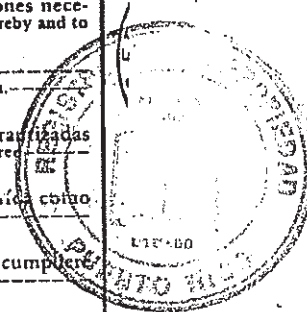
por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como
by this mortgage, or should mortgagor, or any one of the persons herein called

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliere
mortgagor, default in the payment of any amounts or violate or fail to comply

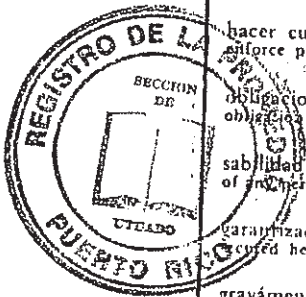
con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido
with any clause, condition, stipulation, covenant, or agreement contained herein,

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado
or in any supplementary agreement, or die or be declared an

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of



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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,-----

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,-----

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is-----

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to-----

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness-----

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and-----

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)-----

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the-----

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as-----

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,-----

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property-----

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)-----

de solicitar la protección de la ley. request the protection of the law.-----

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee-----

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements-----

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in- of this mortgage and of the note and of any supplementary agreement, including-----

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono- the costs of survey, evidence of title, court costs, recordation fee and-----

arios de abogado. attorney's fees.-----

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and-----

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement-----

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon- obligations herein set forth, and without affecting the liability-----

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness-----

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of-----

gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered at-----

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli- any time (one) waive the performance of any covenant or obligation-----

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)-----

negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier
deal in any way with mortgagor or grant to mortgagor any-----

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el
indulgence or forbearance or extension of the time for payment of the note (with the-----

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-
consent of the holder of the note when it is held by-----

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-
an insured lender) or for payment of any indebtedness to mortgagor-----

rio, y aquí garantizo, o (Tres) otorgar y entregar cancelaciones parciales de cual-
hereby secured; or (three) execute and deliver partial releases of any-----

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o
part of said property from the lien hereby created or grant deferment or-----

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre
postponement of this mortgage to any other lien over-----

dichos bienes.
said property.-----

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,
(Nineteen) All right, title and interest in or to this mortgage,-----

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones
including but not limited to the power to grant consents, partial releases,-----

parciales, subordinación, cancelación total, radica sola y exclusivamente en el
subordinations, and satisfaction, shall be vested solely and exclusively in-----

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-
mortgagee, and no insured lender shall have any right, title or interest-----

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.
in or to the lien or any benefits herein contained.-----

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-
(Twenty) Default hereunder shall constitute default under any-----

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída
other real estate or crop or chattel mortgage held-----

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-
or insured by mortgagee and executed or assumed by mortgagor,-----

tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía
and default under any such other security instrument shall-----

constituirá incumplimiento de esta hipoteca.
constitute default hereunder.-----

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca se-
(Twenty-One) All notices to be given under this mortgage shall-----

remetido por correo certificado a menos que se disponga lo contrario por ley,
be sent by certified mail unless otherwise required by law,-----

será dirigido hasta tanto otra dirección sea designada en un aviso dado a efecto,
and shall be addressed until some other address is designated in a notice so given,-----

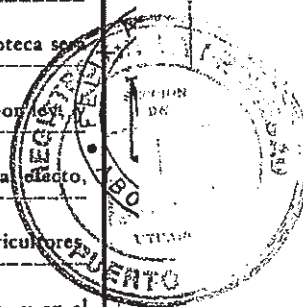
en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,
in the case of mortgage Farmers Home Administration,-----

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el
United States Department of Agriculture, San Juan, Puerto Rico, and in the-----

caso del deudor hipotecario, a él a la dirección postal de su residencia según se
case of mortgagor to him at the post office address of his residence as stated-----

especifica más adelante.
hereinafter.-----

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario
(Twenty-Two) Mortgagor by these presents grants to mortgagee-----



Forma FmHA 1927-1(S) PR
(Rev. 6-93)

el importe de cualquier sentencia obtenido por expropiación forzosa para uso
the amount of any judgment obtained by reason of condemnation proceedings for public use

público de los bienes o parte de ellos así como también el importe de la sentencia
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmen-
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma
mortgagor does hereby appraise the mortgaged property in the amount

de en la suma de TREINTA MIL DOLARES (\$30,000.00)
of

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.
insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cedere esta hipoteca sin asegurar el pagaré TREINTA MIL
should assign this mortgage without insurance of the note.

DOLARES (\$30,000.00)
DOLLARS (\$

el principal de dicho pagaré, con sus intereses según estipulados a razón del tres y
the principal amount of said note, together with interest as stipulated therein at the rate of

tres cuartos por ciento (3.75 o/o) anual;
per cent (o/o) per annum;

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:
Two. At all times when said note is held by an insured lender:

(A) TREINTA MIL
(A)

DOLARES (\$ 30,000.00)
DOLLARS (\$

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado
for indemnifying the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos segun
by reason of mortgagor's failure to pay the installments as

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,
specified in the note, with interest as stated in paragraph SIXTH,

Tercero;
Three;

(B) CUARENTA Y CINCO MIL
(B)

DOLARES (\$ 45,000.00)
DOLLARS (\$

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda
for indemnifying the mortgagee further against any loss it might

sufrir bajo su seguro de pago del pagaré.
sustain under its insurance of payment of the note;

Tres. En cualquier caso en todo tiempo;
Three. In any event and at all times whatsoever:

(A) CINCO MIL SEISCIENTOS VEINTICINCO DOLARES
(A)

(\$ 5,625.00) para intereses después de mora:
(\$ for default interest:

(B) SEIS MIL DOLARES
(B)

(\$ 6,000.00) para contribuciones, seguro y otros adelantos para la con-
for taxes, insurance and other advances for the preservation

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo
and protection of this mortgage, with interest at the rate stated in paragraph

SEXTO, Tercero;
SIXTH, Three;

(C) TRES MIL DOLARES
(C)

(\$ 3,000.00) para costas, gastos y honorarios de abogado en caso
for costs, expenses and attorney's fees in case

de ejecución;
of foreclosure:

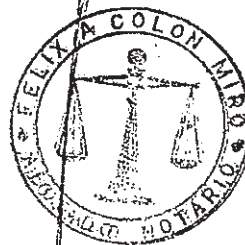
(D) TRES MIL DOLARES
(D)

(\$ 3,000.00) para costas y gastos que incurriere el acreedor hipoteca-
for costs and expenditures incurred by the mortgagee in

rio en procedimientos para defender sus intereses contra cualquier persona que inter-
proceedings to defend its interests against any other person interfering with

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según
or contesting the right of possession of mortgagor to the property as

se consigna en el párrafo SEXTO, Trece.
provided in paragraph (SIXTH, Thirteen,



Forma FmHA 1927-1(S) PR
(Rev. 6-93)

DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO
TENTH: That the note(s) referred to in paragraph THIRD-----

de esta hipoteca es (son) descrito(s) como sigue:-----
of this mortgage is (are) described as follows:-----

"Pagaré otorgado en el caso número sesenta y tres guión treinta y cinco
"Promissory note executed in case number
guión ciento cincuenta y tres guión sesenta guión mil trescientos
tos cuarenta y tres-----

(63-35-153-60-1343)----- fechado el día veintitres
dated the

(23)----- de diciembre----- de mil novecientos-----
day of nineteen hundred and

noventa y ocho (1998)----- por la suma de TREINTA MIL -----
in the amount of

(\$30,000.00)----- dólares de principal más
of principal plus

intereses sobre el balance del principal adeudado a razón del tres y tres cuartos
interest over the unpaid balance at the rate of

----- { 3.75%----- } por ciento anual,
percent per annum,

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-
until the principal is totally paid according to the terms, installments, -----

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos
conditions and stipulation contained in the promissory note and as agreed-----

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí
between the borrower and the Government, except that the final installment of the

representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero
entire debt herein evidenced, if not sooner paid, will be due-----

a los TREINTA AÑOS (30)-----
and payable

Veáse Página Trece "A" para forma de pago.
años de la fecha de este pagaré.
years from the date of this promissory note.-----

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el
Said promissory note is given as evidence of a loan made by the-----

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados
Government to the borrower pursuant to the law of the Congress of the United-----

Unidos de América denominada "Consolidated Farm and Rural Development Act
States of America known as "Consolidated Farm and Rural Development Act-----

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según
of 1961" or pursuant to "Title V of the Housing Act of 1949, as-----

han sido enmendadas y está sujeto a los presentes reglamentos de la Administración
amended, and is subject to the present regulations of the Farmers-----

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha
Home Administration and to its future regulations not inconsistent with the-----

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH.-----

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se
ELEVENTH: That the property object of this deed and over which-----

constituye Hipoteca Voluntaria, se describe como sigue:-----
voluntary mortgage is constituted, is described as follows:-----

[Handwritten]
Exempt

124,461
25.27662 cuerdas

FORM OF PAYMENT

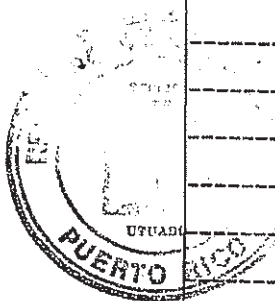
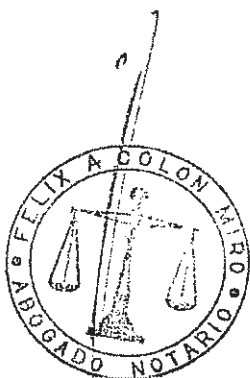
The form of payment referred to in page thirteen herein is as follows:

On January first of nineteen ninety-nine (1999) shall pay the amount of Zero dollars (\$0.00); on January first of two thousand (2000) shall pay the amount of Zero dollars (\$0.00); on January first, two thousand one (2001) shall pay the amount of Zero dollars (\$0.00); on January first of two thousand two (2002) shall pay the amount of Zero dollars (\$0.00); on January first of two thousand three (2003) shall pay the amount of Zero dollars (\$0.00) and from January first of two thousand four (2004) shall pay the amount of two thousand one hundred dollars (\$2,100.00) and on January first of every year subsequently thereafter until the debt is paid in full, this is, in thirty years.

-----FORMA DE PAGO-----

---La forma de pago que se relaciona en la página Trece de esta escritura es como sigue:-----

---En el primero de enero de mil novecientos noventa y nueve (1999) pagará la suma de Cero Dólares (\$0.00); en el primero de enero del dos mil (2000), pagará la suma de Cero Dólares (\$0.00); en el primero de enero del dos mil uno (2001), pagará la suma de Cero Dólares (\$0.00); en el primero de enero del dos mil dos (2002) pagará la suma de Cero Dólares (\$0.00); en el primero de enero del dos mil tres (2003), pagará la suma de Cero Dólares (\$0.00) y del primero de enero del dos mil cuatro (2004) pagará la suma de Dos Mil Cien Dólares (\$2,100.00) y todos los días primero de enero de cada año subsiguiente hasta que la deuda sea pagada en su totalidad, o sea, en treinta (30) años.-----



A. RURAL: Plot of land located in Barrio Guayabo Dulce of the Municipality of Adjuntas, Puerto Rico, consisting of TWENTY-FIVE POINT TWENTY SEVEN THOUSAND SIX HUNDRED SIXTY-TWO CUERDAS¹ (25.27662 cuerdas), equivalent to ninety nine thousand three hundred forty-seven point ten thousand seven hundred forty-five (99,347.10745) square meters. Its boundaries are: to the NORTH, in three hundred ninety-one point three hundred thirty-eight (391.338) with the remainder of the main farm from which it subdivides; to the SOUTH, in three hundred ninety-nine point five thousand one hundred ninety (399.5190) with Juana Plaza and one hundred thirty-five highway (PR 135) which leads to Barrio Yahuecas; to the East, in two hundred fifty-five point six hundred eighty (255.680) with the remainder of the main farm, and to the WEST, with Corporacion de Desarrollo Rural.

It is recorded on page one hundred seventy-six (176), volume two hundred seventy-five (275) of Adjuntas, farm number twelve thousand four hundred sixty-one (12,461).

Borrower acquired the described property through subdivision, purchase and sale and mortgage release deed number one hundred eight (108), dated May thirty (30), nineteen ninety-seven (1997), executed in the city of Adjuntas, Puerto Rico, before the Notary FELIX A. COLON MIRO.

Said property is encumbered by several mortgages to the order of the United States of America.

It is also encumbered by mortgages to the order of the United States of America.

TWELFTH: The parties appearing in this deed as Mortgagors are: FELIX RIVERA MONTALVO, Social Security number [REDACTED], and his wife ANGELA ANA MERCADO MORALES, Social Security number [REDACTED] both of legal age, married to each other, and they are residents of San Juan, Puerto Rico. Their mailing address is Box 7603 San Juan, Puerto Rico 00918.

THIRTEENTH: The proceeds of the loan herein guaranteed were or will be used

¹ [*Translator's note: A *cuerda* is equivalent to 0.971 acres, 3,930.39 meters squared, and 42,291 squared feet.]

---RUSTICA: Predio de terreno radicado en el barrio Guayabo---
Dulce de Adjuntas, Puerto Rico, con cabida de VEINTICINCO PUNTO
VEINTISIETE MIL SEISCIENTOS SESENTA Y DOS CUERDAS (25.27662 cde)
equivalente a noventa y nueve mil trescientos cuarenta y cinco
metros cuadrados (99345 m/c). Linda por el NORTE, en trescien-
tos noventa y uno punto trescientos treinta y ocho (391.338),--
por el SUR, en veintinueve alineaciones que totalizan trescien-
noventa y nueve punto cinco mil ciento noventa (399.5190), con
Juana Plaza y carretera Ciento Treinta y Cinco (PR-135), que---
conduce al barrio Yahuecas; por el ESTE, doscientos cincuenta
y cinco punto seiscientos ochenta metros (255.680), con rema---
nente de la finca principal; y al OESTE, en ciento noventa y--
cuatro punto cero ochenta y nueve metros con la Corporación de
Desarrollo Rural.-----

---Inscrita al folio ciento setenta y seis (176) del tomo dos-
cientos setenta y cinco (275) de Adjuntas, finca número doce---
mil cuatrocientos sesenta y uno (12,461).-----

Adquirió el prestatario la descrita finca por Segregación, Compraventa y
Borrower acquired the described property by
Liberación de Hipotecas-----

según consta de la Escritura Número ciento ocho (108)-----
pursuant to Deed Number

de fecha treinta (30) mayo de mil novecientos noventa y siete
dated
(1997).-----

otorgada en la ciudad de Adjuntas, Puerto Rico-----
executed in the city of

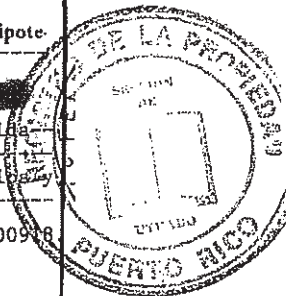
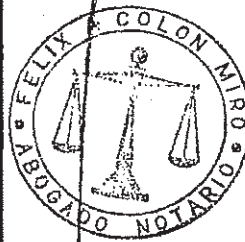
ante el Notario FELIX A. COLON MIRO-----
before Notary

Dicha propiedad se encuentra afecte a hipotecas a favor de Estados
Said property is
Unidos de América.-----

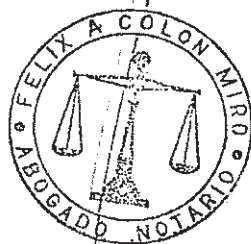
DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-
TWELFTH: The parties appearing in the present deed as Mortgagors-----

carlos FELIX RIVERA MONTALVO, son seguro social número [REDACTED]
[REDACTED] y su esposa ANGELA ANA MERCADO MORALES también conocida
por Angela A. Mercado Morales, con seguro social número [REDACTED]
[REDACTED] mayores de edad, casados entre sí, propietarios
vecinos de San Juan, Puerto Rico.
cuya dirección postal es: Apartado 7603, San Juan, Puerto Rico 00908
whose postal address is:

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used-----



Forma FmHA 427-1(S) PR
(Rev. 10-82)



para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones
for agricultural purposes and the construction and/or repair or improvement of the physical

físicas en la finca(s) descrita(s).
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-
FOURTEENTH: The borrower will personally occupy and use any structure

tura que haya sido construída, mejorada o comprada con el importe del préstamo
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-
or building existing on the farm(s) hereinbefore described and all improvement,

ción o edificación que se construya en dicha finca(s) durante le vigencia del prés-
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor. (Administración de Hogares de Agricultores),
representatives, in favor of mortgagee (Farmers Home Administration)

cualquier derecho de Hogar Seguro (Homestead) que en el present o en el futuro
Homestead right (Homestead) that presently or in the future

pueda tener en la propiedad descrita en el párrafo undécimo y en los edificios
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida
hereon or which in the future may be constructed; this waiver being permitted

a favor de la Administración de Hogares de Agricultores por la Ley Número trece
in favor of the Farmers Home Administration by Law Number Thirteen

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31
(13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31

L.P.R.A. (1951).
L.P.R.A. (1951).

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual
SEVENTEENTH: Mortgagee and mortgagor agree that any

quier estufa, horno, calentador comprado o financiado total o parcialmente con
stove, oven, water heater, purchased or financed completely or partially with

the proceeds of the loan secured herein, are considered and understood to be part of the property encumbered by this mortgage.

EIGHTEENTH: The mortgagor agrees and obligates himself to move and occupy the property in question herein within sixty (60) days of the final inspection. Should unforeseen circumstances arise that are beyond his control and which would impede him from doing so, he will so notify the County Supervisor in writing.

NINETEENTH: Any improvements, constructions, or buildings that are constructed on said farm during the aforementioned period will require the mortgagee's prior written approval, in accordance with current regulations, as well as future regulations which are consistent with federal and local law, and compatible with current laws governing these types of loans.

TWENTIETH: This instrument also guarantees the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government, pursuant to Title Forty-Two, U.S.C. Fourteen Ninety-A (42 U.S.C. 1490a).

TWENTY-FIRST: We hereby certify that in anywhere that reads "Farmers Home Administration" it will be understood and read as the "United States of America."

TWENTY-SECOND: The purpose of this loan is to perform permanent improvements on the farm described herein.

fondos del préstamo aquí garantizado, se considerará e interpretará como parte
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.
of the property encumbered by this Mortgage.

DECLIO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construída previa-
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulguen de acuerdo a las leyes federales y
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de
TWENTIETH: This instrument also secures the recapture of

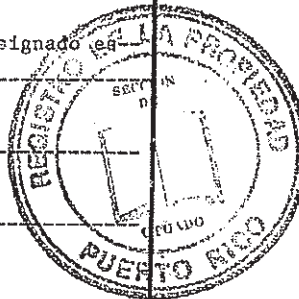
cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

VIGESIMO PRIMERO: Se hace constar que en todo sitio de esta es-
critura donde diga "Administración de Hogares de Agricultores"
debe leerse y entenderse "Estados Unidos de América".

VIGESIMO SEGUNDO: El propósito del préstamo aquí consignado es
para mejoras permanente en la propiedad.



ACCEPTANCE

The appearing party (parties) ACCEPT(S) this deed in the manner drawn once I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

So they say and execute before me, the authorizing Notary, the appearing party (parties) without demanding the presence of witnesses after waiving his (their) right to do so of which I advised him (them).

After this deed was read by the appearing party (parties), he (they) ratify its contents, place his (their) initials on each of the folios of this deed including the last one, and all sign before me, the authorizing Notary, who GIVES FAITH to everything contained in this deed.

Signed: FELIX RIVERA MONTALVO

Signed: ANGELA ANA MERCADO MORALES

SIGNED, sealed, stamped and endorsed, FELIX A. COLON MIRO

The applicable Sales Tax and Notary Tax seals are attached and cancelled in the original. The parties' initials appear on every page therein. (EXEMPT)

I CERTIFY: That this is a true and exact copy of the original which is filed as number two hundred fifty-four (254) in my protocol of public instruments of the year nineteen ninety-eight (1998), which consists of eighteen (18) pages.

IN WITNESS WHEREOF, and for delivery to the UNITED STATES OF AMERICA, one of the parties, I issue the FIRST certified copy which I sign, stamp and endorse in the city of Adjuntas, Puerto Rico, this thirtieth (30) day of December twenty-third (23rd) of nineteen ninety-eight (1998).

[Signature]

NOTARY PUBLIC

[Seals]

rma FmHA 427-1(S) PR
ev. 10-82)

-----ACEPTACION-----
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once-----

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.-----
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.-----

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)
So they say and execute before me, the authorizing Notary, the appearing party (parties)-----

sin requerir la presencia de testigos después de renunciar su derecho a ello del que
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.-----
I advised him (them).-----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)
After this deed was read by the appearing party(parties) he (they) ratify its-----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura
contenta, place(s) his (their) initials on each of the folios of this deed-----

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY
including the last one, and all sign before me, the authorizing Notary who GIVES-----

FE de todo el contenido de esta escritura.-----
FAITH to everything contained in this deed.-----

[Fdo.] FELIX RIVERA MONTALVO
[Fdo.] ANGELA ANA MERCADO MORALES

FIRMADO, signado, sellado, rubricado, FELIX A.
COLON MIRO.

Hay cancelados en el original y copia los
correspondientes sellos de rentas internas e
impuesto notarial.

CERTIFICO: Que el instrumento que preceda es
copia fiel y exacta de su original, que bajo el
número doscientos cincuenta y cuatro (254) que obra
en mi protocolo de instrumentos públicos para el año
mil novecientos noventa y ocho (1998) la cual
contiene dieciocho (18) folios.

EN TESTIMONIO DE LO CUAL, expido la presente
PRIMERA copia certificada a solicitud de Estados
Unidos de América, parte interesada en Adjuntas,
Puerto Rico, a veintitrés (23) de diciembre de mil
novecientos noventa y ocho (1998).

NOTARIO PUBLICO

Recorded on page 177 reverse, volume 275 of Adjuntas, 2nd entry, and farm 12,461.
Encumbrances: Mortgage securing a promissory note in the amount of \$50,000 to the order of the United States of America, which was reamortized; and by the mortgage being furnished through this document. Utuado on August 26th, 1999.

Exempt

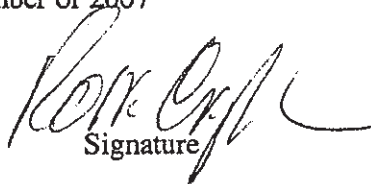
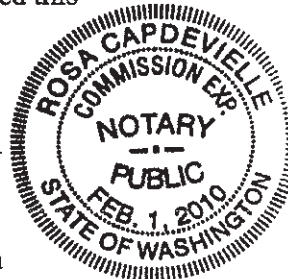
[Signature]
Recorder

DATED this 26th day of November of 2007.



Nicole Harris
Translator and interpreter

WITNESS my hand and official seal hereto affixed this
26th day of November of 2007


Signature

Print Name: Rosa Capdevielle
Notary Public in and for the State of Washington
My appointment expires: 02/01/10

Inscrita al folio 177 vuelto del
 Tomo 275 de Adjuntas. Inscripción
 2da. de la finca # 12,461. Cargas:
 Hipoteca en garantía de pagaré por
 la suma de \$50,000 a favor de Estados
 Unidos de América la cual fue reamortizada;
 y a la Hipoteca que mediante este do-
 cumento se constituye. Utiado, a 26 de
 Enero de 1999.

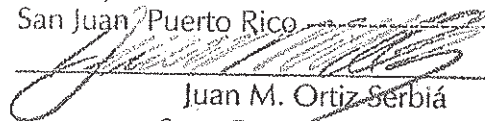
Esenta

Dora M. de Trujillo
 Registradora

CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married and resident of Guayama, Puerto Rico, in my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico



Juan M. Ortiz Serbiá
 State Executive Director



TITLE SEARCH**ESTUDIOS DE TITULO
SEGUROS DE TITULO**

PO BOX 1467, TRUJILLO ALTO, PR. 00977-1467
 TELS: (787) 748-1130 / 748-8577 • FAX (787) 748-1143
 estudios@eagletitlepr.com

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

Eagle Title & Other Services, Inc.

CLIENT: FÉLIX RIVERA MONTALVO

REF: 1521.211

BY: TAIMARY ESCALONA

PROPERTY NUMBER: 12,461, recorded at page 176 of volume 275 of Adjuntas, Registry of the Property of Utuado, Puerto Rico.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Predio de terreno radicado en el barrio Guayabo Dulce del término municipal de Adjuntas, Puerto Rico, con una cabida de **25.27662 cuerdas equivalentes a 99,346.97 metros cuadrados**. Colinda por el **NORTE**, en trescientos noventa y uno punto trescientos treinta y ocho, con el remanente de la finca principal de la cual se segrega; por el **SUR**, en 29 alineaciones que totalizan 399.5190 metros, con Juana Plaza y carretera 135 que conduce al barrio Yahuecas; por el **ESTE**, 255.680 metros con remanente de la finca principal; y al **OESTE**, 194.089 metros, con Corporación de Desarrollo Rural.

ORIGIN:

It is segregated from property number 3,897, recorded at page 79, volume 227 of Adjuntas.

TITLE:

This property is registered in favor of FÉLIX RIVERA MONTALVO, single, who acquired it by adjudication in liquidation of legal society had with Angela Ana Mercado Morales, with a value of \$80,000.00, Order dated September 18, 2000, in the First Instance Court of San Juan, civil case #KDI2000-1277, recorded at page 124 of volume 333 of Adjuntas, property number 12,461, 4th inscription.

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
 1. **MORTGAGE:** Constituted by Félix Rivera Montalvo and Angela Ana Mercado Morales, in favor of United States of America, in the original principal amount of \$50,000.00, with 5% annual interests, due on 40 years, constituted by deed #109, executed in Adjuntas, Puerto Rico, on May 30, 1997, before Félix A. Colón Miró Notary Public, recorded at page 176 of volume 275 of Adjuntas, property number 12,461, 1st inscription.
Presented on May 1, 2012
Recorded on May 3, 2012
 2. Reamortized and modified the mortgage of 1st inscription as follows: The amount due at December 23, 1998, amounts to \$52,667.81, with 5% annual interests, due on 38 years, constituted by deed #253, executed in Adjuntas, Puerto Rico, on December 23, 1998, before Félix A. Colón Miró Notary Public, recorded at overleaf of page 177 of volume 275 of Adjuntas, property number 12,461, 2nd inscription.
Presented on January 20, 1999
Recorded on January 26, 1999

ESTUDIOS DE TITULO
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
 TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143
 estudios@eagletitlepr.com

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Eagle Title & Other Services, Inc.

PAGE #2
 PROPERTY #12,461

3. **MORTGAGE:** Constituted by Félix Rivera Montalvo and Angela Ana Mercado Morales, in favor of United States of America, in the original principal amount of \$30,000.00, with 3.75% annual interests, due on 30 years, constituted by deed #254, executed in Adjuntas, Puerto Rico, on December 23, 1998, before Félix A. Colón Miró Notary Public, recorded at overleaf of page 177 of volume 275 of Adjuntas, property number 12,461, 2nd inscription.
Presented on January 20, 1999
Recorded on January 26, 1999
4. Agriculture farm crops restitution agreement in favor of United States of America, in the amount of \$30,000.00 (10 cuerdas of coffee), from 1998 to the year 2029, due on December 27, 2029, constituted by deed #255, executed in Adjuntas, Puerto Rico, on December 23, 1998, before Félix A. Colón Miró Notary Public, recorded at page 179 of volume 275 of Adjuntas, property number 12,461, 3rd inscription.
Presented on January 20, 1999
Recorded on June 26, 2000
5. **SEIZURE:** In favor of Commonwealth of Puerto Rico (Law #12 of 2010), Certification dated January 25, 2016, by Department of Treasury, entry 2016-000794-EST dated February 16, 2016, Karibe System, against Félix Rivera Montalvo and Angela Ana Mercado Morales, in the amount of \$18,402.94.
6. **SEIZURE:** In favor of Commonwealth of Puerto Rico (Law #12 of 2010), Certification dated January 25, 2016, by Department of Treasury, entry 2016-000795-EST dated February 16, 2016, Karibe System, against Félix Rivera, in the amount of \$25.00.
7. **SEIZURE:** In favor of Commonwealth of Puerto Rico (Law #210 of 2015), Certification dated January 25, 2016, by Department of Treasury, entry 2018-010270-EST dated October 29, 2018, Karibe System, against Félix Rivera Montalvo and Angela Ana Mercado Morales, in the amount of \$17,280.32.

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to November 27th, 2019.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

mcr/dm/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.

2. That on November 27th, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.

3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 16 day of January of 2020.



Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4,129

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 16 day of January of 2020.



**UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue
654 Plaza Suite #829
San Juan, PR 00918

Borrower: Rivera Montalvo, Felix

Case No: 63-035-XXXXX1343

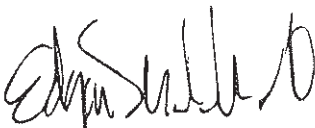
CERTIFICATION OF INDEBTEDNESS

I, Edgar Maldonado Medero, of legal age, single, a resident of Toa Alta, Puerto Rico, in my official capacity as Farm Loan Chief of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:
Statement of Account as of August 22, 2019

Loan Number	41-03
Note Amount	\$ 50,000.00
Date of Last Payment	9/2/2013
Principal Balance	\$ 51,664.99
Unpaid Interest	\$ 38,925.81
Misc. Charges	
Total Balance	\$ 90,590.80
Daily Interest Accrual	\$ 6.9005
Amount Delinquent	\$ 44,162.78
Years Delinquent	11

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Edgar Maldonado
Farm Loan Chief
August 22, 2019

**UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue
654 Plaza Suite #829
San Juan, PR 00918

Borrower: Rivera Montalvo, Felix

Case No: 63-035-XXXXX1343

CERTIFICATION OF INDEBTEDNESS

I, Edgar Maldonado Medero, of legal age, single, a resident of Toa Alta, Puerto Rico, in my official capacity as Farm Loan Chief of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:
Statement of Account as of August 22, 2019

Loan Number	43-02
Note Amount	\$ 30,000.00
Date of Last Payment	5/31/2010
Principal Balance	\$ 24,895.64
Unpaid Interest	\$ 8,614.59
Misc. Charges	
Total Balance	\$ 33,510.23
Daily Interest Accrual	\$ 2.5578
Amount Delinquent	\$ 20,010.40
Years Delinquent	9

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Edgar Maldonado
Farm Loan Chief
August 22, 2019



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-1343
 Birth Date:
 Last Name: RIVERA MONTALVO
 First Name: FELIX
 Middle Name:
 Status As Of: Jan-09-2020
 Certificate ID: V8R4JF1DSNDTH28

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
 Department of Defense - Manpower Data Center
 400 Gigling Rd.
 Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-7208
 Birth Date:
 Last Name: MERCADO MORALES
 First Name: ANGELA
 Middle Name: ANA
 Status As Of: Jan-09-2020
 Certificate ID: KJ7FSTNFWX1F2X4

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

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Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture

Plaintiff(s)

v.

FELIX RIVERA MONTALVO; ANGELA ANA MERCADO MORALES

Defendant(s)

Civil Action No.

Foreclosure of Mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

FELIX RIVERA MONTALVO

St. Rd. 135, Km. Interior, Guayabo Wd., Adjuntas, P.R. 00601; Urb. Vistamar #10, Arecibo, P.R.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____ , a person of suitable age and discretion who resides there,
 on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____
 _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture

Plaintiff(s)

v.

FELIX RIVERA MONTALVO; ANGELA ANA MERCADO MORALES

Defendant(s)

Civil Action No.

Foreclosure of Mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

ANGELA ANA MERCADO MORALES

St. Rd. 135, Km. Interior, Guayabo Wd., Adjuntas, P.R.; 151 C. César González, Apto. 7603, San Juan, PR 00908

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

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 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____ , a person of suitable age and discretion who resides there,
 on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____
 _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

CATEGORY SHEET

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorney Name (Last, First, MI):

USDC-PR Bar Number:

Email Address:

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff:

Defendant:

2. Indicate the category to which this case belongs:

- ☒ Ordinary Civil Case
- ☐ Social Security
- ☐ Banking
- ☐ Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

- ☐ Yes
- ☒ No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

- ☐ Yes
- ☒ No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

- ☐ Yes
- ☒ No

Date Submitted:

JS 44 (Rev. 02/19)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Juan C. Fortuño Fas
Po Box 9300 San Juan, PR 00908
Tel. 787-751-5290

DEFENDANTS

FELIX RIVERA MONTALVO; ANGELA ANA MERCADO MORALES

County of Residence of First Listed Defendant Adjuntas, P.R.
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question
(U.S. Government Not a Party)
☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Consolidated Farm & Development Act, 7 USC 1921, et seq. & 28 USC 1345

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
124,101.03

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE